THE

North-China Herald.

OFFICIAL NOTIFICATION.—It is hereby notified that until further orders, the *North-China Herald* is to be considered the Official Organ of all Notifications proceeding from Her Majesty's Legation and Superintendency of Trade in China.
H. M.'s Legation, Shanghai, 22nd June, 1860.
E. ST. JOHN NEALE,
Secretary of Legation.

OFFICIAL NOTIFICATION.—It is hereby notified that until further orders, the *North-China Herald* is to be considered the Official Organ in China, of all Notifications proceeding from Her Britannic Majesty's Legation and Consulates in Japan.
H. B. M.'s Legation, Yedo, 20th July, 1861.
LAURENCE OLIPHANT,
Secretary of Legation.

VOL. XV., N°. 723. SHANGHAI, SATURDAY, JUNE 4, 1864. PRICE, TAELS 15 ₩ ANNUM.

INTIMATIONS.

In the Estate of JOHN D. MORTON, *deceased.*
ALL persons indebted to the above Estate, are requested to make immediate payment to the Undersigned, and all claims against the same must be presented with proper vouchers on or before the 30th June next.

H. LEIGHTON,
Executor.
25ju 423 Shanghai, 7th May, 1864.

NOTICES OF FIRMS.

NOTICE.

THE Undersigned (in the absence of Mr. ALBERT ROBINSON, M. Inst., C. E.) having been appointed Agents for Messrs. RANDOLPH, ELDER & Co., Engineers and Shipbuilders, Glasgow, are prepared to give full particulars concerning the cost of Steamers, Steam Dredging Vessels, Screw Pile Wharves, &c., and to contract for same at home prices.

Plans, models, and specifications of the above can be seen on application.

GLOVER & Co.
tf 434 Shanghai, 18th May, 1864.

NOTICE.

THE Undersigned has this day established himself as a *General Broker, Auctioneer and Commission Merchant* as this port.

JOHN THORNE,
公和 *Kang-ho,*
tf 435 Shanghai, 12th May, 1864.

NOTICE.

MR. JOSEPH PERROTT BARNES is authorised to sign our firm in China per procuration.

HOLLIDAY WISE & Co.
30ju 420 Shanghai, 12th April, 1864.

NOTICE.

THE interest and responsibility of the late Mr. THOMAS MONCREIFF in our Firm ceased on the 22nd December last.

GEO. BARNET & Co.
22oc 413 Shanghai, 18th April, 1864.

NOTICE.

MR. ELLIS ELIAS is authorised to sign our Firm in Yokohama from the 9th April, 1864.

GEO. BARNET & Co.
tf 414 Shanghai, 20th April, 1864.

NOTICE.

I HAVE this day admitted Mr. R. H. BALDWIN as Partner in my business, which will in future be carried on under the style of J. H. WIGNALL & Co.

J. H. WIGNALL & Co.
tf 418 Shanghai, 16th April, 1864.

NOTICE.

I have this day established myself as *Public Silk Inspector & Commission Agent*, under the Style or Firm of WALLER & Co.

Temporary Office adjoining Messrs. THORNE & Co.'s Godowns, opposite Messrs. OLYPHANT & Co., Keang-se Road.

Hong Name
Wha Tai 華泰
WM. WALLER.
2jy 332 Shanghai, 1st Jan., 1864.

NOTICE.

MR. JOHN GEORGE DUNN is this day admitted a Partner in my Business, which will in future be carried on under the style or firm of REID & Co.

DAVID REID.
tf 331 Shanghai, 1st Jan., 1864.

NOTICE.

WE have this day established ourselves in Business at Shanghai, Kiukiang, and Chinkiang,—as *Commission Agents & Public Tea and Silk Inspectors.*

NICHOL LATIMER.
ARCHIBALD J. LITTLE.
JOHN NUTT.

At Shanghai the style of our firm is NICHOL LATIMER & Co.

At Kiukiang and Chinkiang LATIMER LITTLE & Co.

With reference to the above the Business heretofore conducted at Kiukiang under the style of ARCHIBALD LITTLE & Co. will henceforth be carried on under the firm and style of LATIMER LITTLE & Co.

ARCHIBALD LITTLE & Co.
tf 326 Shanghai, 1st January, 1864.

NOTICE.

MR. HENRY HUBBARD has been admitted a Partner in our Firm.

DENT & Co.
11ju 374 Shanghai, 12th March, 1864.

NOTICE.

MR. EDWARD CHARLES ESSEX is hereby authorized to sign our Firm in China from this date.

GEO. BARNET & Co.
tf 369 Shanghai, 3rd March, 1864.

NOTICE.

WE have established a Branch Office in Hankow.

WHITFIELD & KINGSMILL.
Civil Engineers & Architects.
tf 149 Shanghai, June 12th, 1863.

NOTICES OF FIRMS.

NOTICE.

WE have established at this Port a branch of our Nagasaki firm.

GLOVER & Co.

Temporary Office at Messrs. Fletcher & Co.'s old offices, opposite Hall & Holtz.

Hong name 軋拉佛—*Ka-lo-fa.*
16jy 407 Shanghai, 11th April, 1864.

NOTICE.

MR. THOS. W. STILLMAN is authorized to sign our Firm.

H. FOGG & Co.
tf 227 Shanghai, 17th August, 1863.

NOTICE.

THE Business of the Undersigned will hereafter be carried on by their Successors Messrs. TRAUTMANN & Co., who have taken over their Assets and Liabilities.

HARKORT & Co.
Shanghai, 30th May, 1863.

THE Business hitherto carried on by Messrs. HARKORT & Co. will be continued by the Undersigned, under the Firm of TRAUTMANN & Co., they having taken over all Assets and Liabilities of their Predecessors.

JOHANN FRIEDRICH HEINRICH TRAUTMANN.
FREDERICK HORSEN BLOCK.
AUGUST WIETERS.
6ju-64 144 Shanghai, 1st June, 1863.

NOTICE.

I have this day admitted MR. J. W. WOOD a Partner in my Business, which will in future be carried on under the Style and Firm of CERRUTI WOOD & Co.

G. E. CERRUTI.
tf 362 Ningpo, 10th February, 1864.

NOTICE.

I have established myself at this port as *Public Tea Inspector & Commission Agent.*

E. HENRY HOW.
tf 412 Foochow, April 1st, 1864.

NOTICE.

MR. JAMES BANKS TAYLOR was admitted a Partner in our Firm on the 1st January last.

SMITH ARCHER & Co.
24se 385 Hongkong, 26th Mar., 1864.

NOTICE.

MR. JOHN STEWARD LAPRAIK is authorised to sign my name per procuration from this date.

D. LAPRAIK.
25ju 408 Hongkong, 1st April, 1864.

NOTICE.

WE beg to give notice that we have established a branch of our Firm at Yokohama, Japan.

Mr. RICHARD B. SMITH, Mr. JESSE S. BLYDENBURGH and Mr. COLGATE BAKER are duly authorized to sign the same per procuration.

SMITH, ARCHER & Co.
10se 375 Hongkong, 12th Feb., 1864.

NOTICE.

THE Undersigned have this day established a Branch of their business, as *Merchants and Commission Agents*, at this Port under the management of Mr. WILLIAM ADAMSON.

THE BORNEO COMPANY "LIMITED."
tf 218 Hongkong, 1st August, 1863.

NOTICE.

WE have this day transferred our business at Kiukiang, as *Tea Inspectors and Commission Agents*, to Messrs. LATIMER, LITTLE & Co. of this place, to whom or to Messrs. NICHOL LATIMER & Co., Shanghai, it is requested all future Correspondence connected with our business may be addressed.

CAMERON & Co.
Kiukiang, 30th April, 1864.

WITH reference to the above, the partnership heretofore subsisting between the undersigned under the style and firm of CAMERON & Co., is this day dissolved by mutual consent.

W. CAMERON,
R. H. WOODWARD,
tf 429 Kiukiang, 30th April, 1864.

NOTICE.

I have this day established myself at this Port as *General Agent, and Commission Merchant.*

JOHNSTONE SMITH.
tf 114 Chinkiang, 1st May, 1863.

NOTICE.

WE have established a Branch of our Firm at this Port under the direction of our Mr. C. W. M. HUDSON.

CRAVEN WILSON & Co.,
of Hankow.
tf 104 Chinkiang, 20th April, 1863.

NOTICE.

THE Business of the Undersigned will be carried on from this date under the firm and style of SCHÖTTLER & Co.

G. SCHÖTTLER.
9jy 402 Newchwang, 1st Jan., 1864.

NOTICE.

MR. CHARLES WILLIAM MATTHEW HUDSON is admitted a Partner in our Firm.

CRAVEN WILSON & Co.
tf Hankow, 1st July, 1862.

NOTICES OF FIRMS.

NOTICE.

THE Undersigned has *this-day* Established himself in business at Hankow under the Style and Firm of INNES & Co.

JAMES INNES.
tf 166 Hankow, 1st July, 1863.

NOTICE.

I HAVE established myself at this Port as *Merchant and General Commission Agent* under the style of DETMERING & Co.

W. DETMERING.
tf 260 Chefoo, September 1863.

NOTICE.

WE have this day established ourselves at this Port as *General Merchants and Commission Agents* under the Style of WILSON, CORNABÉ & Co.

JAMES WILSON,
W. A. CORNABÉ.
16jy 344 Chefoo, 9th Jan., 1864.

NOTICE.

WE have established a branch of our Firm at Chefoo, and Mr. J. D. THORBURN will sign our Firm per procuration at that place.

MEADOWS & Co.
tf 297 Tientsin, 2nd November, 1863.

NOTICE.

MR. DAVID EASTWOOD will sign our firm per procuration from this date

PLATT & Co.
17ju 314 Tien-tsin, 16th Dec., 1863.

NOTICE.

THE Interest and Responsibility of Mr. ALFRED WILKINSON in our Firm ceased on the 31st December, 1863.

Mr. HENRY DICKINSON was admitted a Partner on 1st January, 1864.

ALFRED WILKINSON & Co.
2jy 392 China, 2nd April, 1864.

NOTICE.

THE Interest and Responsibility of Mr. LUDWIG WIESE in our Firm ceased on the 31st of December last.

Our Firm now consists of GEORG THEODOR SIEMSSEN, residing at Hamburg, WOLDEMAR NISSEN, RUDOLPH HEISSEN, GEORG WILHELM SCHWEMANN, FRIEDRICH ADOLPH JOOST and EMIL BRUNCKOW.

SIEMSSEN & Co.
24se 383 China, 26th March, 1864.

NOTICE.

MR. J. BROADHURST TOOTAL has this day resigned the management of our business in Shanghai. Mr. WILLIAM KEME will from this date assume the control of our Shanghai Firm.

A. ELLISSEN & Co.
30ju 421 China, 30th April, 1864

NOTICE.

THE interest and responsibility of the late WILLIAM HENRY GREEN in our firm ceased on 4th August, 1863.

GILMAN & Co.
6aug 425 China, May 1st, 1864.

NOTICE.

MR. EDMUND HENRY LAVERS is this day admitted a partner in our firm.

GILMAN & Co.
6aug 426 China, May 1st, 1864.

NOTICE.

THE interest and responsibility of Mr. FREDERICK WILLIAM LAURENCE in our firm ceased on 30th ultimo.

Mr. SAMUEL HUBBARD CLARKE is this day admitted as partner.

Mr. GEORGE RICHARDS LAURENCE is authorised to sign our firm.

BULL, PURDON & Co.
4ju 424 China, May 1st, 1864.

NOTICE.

MR. MARON is from this day authorized to sign our Firm *per procuration* in China and Japan.

FAJARD SCHAUWECKER & Co.
tf 438 July 9th, 1864.

NOTICE.

WE have this day established ourselves at this Port as *Auctioneers & Commission Merchants* under the Style of BALLARD & HOGG.

H. A. BALLARD,
THOMAS HOGG.
tf 349 Yokohama, Japan, 1st Jan., 1864.

NOTICE.

MR. JAMES CAMPBELL FRASER is authorized to sign our Firm per procuration.

ROSS BARBER & Co.
tf 196 Yokohama, 28th July, 1863.

NOTICE.

OWING to the death of the partners, the old established business at Singapore of G. J. DARE & Co. *Shipchandlers, Commission Agents and Auctioneers*, is open for Sale. The business has been established for the last 18 years, and has lately been carried on under the style or firm of GEO. MANSFIELD & Co.

The premises are most admirably adapted for the business, the Stock is a most varied and extensive one, comprising every article required for Ships, and intending purchasers will be furnished with all information by communicating with the undersigned. The business is in first rate working order and capable of producing large returns, the sole reason of offering it for sale being the death of the partners.

GEO. MANSFIELD & Co.
11ju 430 Singapore, 1st May, 1864.

NOTICES OF FIRMS.

JOHN POOK,
Commission Agent
46, LIME STREET,
LONDON.
E. C.
tf

INSURANCES.

ALLIANCE FIRE ASSURANCE COMPANY.

Capital £5,000,000 Sterling.

President:
Sir MOSES MONTEFIORE, Bart., F.R.S.

Board of Direction:

JAMES ALEXANDER, Esq., (Alexander, Fletcher & Co.)
C. J. BARNETT, Esp., (Barnett, Hoare, Barnett & Co.)
G. H. BARNETT, Esq., Glympton Park, Woodstock.
BENJAMIN COHEN, Esq., New Court.
JAMES FLETCHER, Esq., (Alexander, Fletcher & Co.)
WILLIAM GLADSTONE, Esq., (Thomson, Bonar & Co.)
G. J. GOSCHEN, Esq., M.P., for the City of London, (Fruhling & Goschen.)
SAMUEL GURNEY, Esq., M.P. for Penryn and Falmouth.
JAMES HELME, Esq., Director of the Provincial Bank of Ireland.
SAMPSON LUCAS, Esq., (Lucas, Micholls & Co.)
ELLIOT MACNAGHTEN, Esq., Director of the Provincial Bank of Ireland.
THOMAS MASTERMAN, Esq., Collingwood House, Brighton.
J. M. MONTEFIORE, Esq., Director of the Provincial Bank of Ireland.
Sir ANTHONY DE ROTHSCHILD, M.P., for the City of London.
THOMAS C. SMITH, Esq., 23, Oxford Square, Hyde Park.

ASSURANCES on buildings and contents, accepted at lowest current rates. Losses promptly and liberally settled.

JARDINE, MATHESON & Co.,
Agents in China.
tf 437 Shanghai, 20th May, 1864.

LIVERPOOL AND LONDON FIRE INSURANCE COMPANY.

THE Undersigned are authorized to grant Policies against Fire on Buildings or their Contents to the extent of £20,000 at this Port and Hankow, and to £10,000 at Tientsin and Kiukiang, also on approved Chinese Buildings to the extent of £5,000.

DOW & Co.
31de 325 Shanghai, 1st January, 1864.

The Commercial Union.

ASSURANCE COMPANY.

19, CORNHILL, LONDON, E. C.

Completely Registered pursuant to Act 7 and 8 Vict. cap. 110.

CAPITAL, £2,500,000.

DIRECTORS.

HENRY WILLIAM PEEK, Esq (Peek Brothers & Co.) *Chairman.*
H. TROWER, Esq., (Trowers and Lawson), *Deputy-Chairman*
JEREMIAH COLMAN, Esq., (J and J. Colman,)
CHARLES CURLING, Esq., (C. Curling & Co.)
EDWIN FOX, (Halliday, Fox and Co)
NEHEMIAH GRIFFITHS, Esq., (N. Griffiths, Tate and Fisher.)
SAMUEL HANSON, Esq. (Samuel Hanson and Son.)
FREDERICK WILLIAM HARRIS, Esq. (Dixon and Harris.)
SMITH HARRISSON, Esq. (Harrisons and Crosfield.)
DAVID HART, Esq., (Lemon Hart and Son.)
FRANCIS HICKS, Esq. (Thomas and Francis Hicks.
JOHN HODGSON, Esq. (Grant, Hodgson & Co.
JOHN HUMPHERY, Jun., (Humphery and Son.
MOSS JOSHUA, Esq. (Joshua Brothers and Co.
WILLIAM LEASK, Esq., Eastcheap.
ANDREW LUSK, Esq. (A. Lusk and Co.)
ALEXANDER SIM, Esq (Churchill & Sim.)
JOHN ROBERT THOMSON, Jun., Esq. (J. R. Thomson and Co.
JOHN KEMP WELCH, Esq. (Orlando Jones and Co.

Manager of Fire Department—Henry Thomson.
Actuary—W. P. Pattison.

SOLICITORS.

Messrs. THOMAS and HOLLAMS, Mincing Lane.
Bankers.—THE LONDON AND COUNTY BANK.
Secretary.—Henry Ghinn.
Agents in Shanghai—Blain, Tate & Co.

THE Undersigned having been appointed Agents for "*The Commercial Union Assurance Company*" are prepared to grant Insurance against Fire on the usual terms, to the extent of £5,000 on any one Building or on its contents.

In the case of two or more Buildings adjoining but in which the walls are substantially built and carried through the roof, a sum of £4,000 can be granted on each.

Insurances can be effected on *Shipping* and also on *Goods* on board the same

For further particulars apply to

BLAIN, TATE & Co.
27ja-64 121 Shanghai, 15th May, 1863.

INSURANCES.

China Fire Insurance Company.

Subscribed Capital Tls. 2,000,000

In 400 Shares, of Taels 5,000 each.

Paid up Capital Taels 200,000.

DIRECTORS.

F. B. JOHNSON, Esq., (Messrs. Johnson & Co.) *Chairman.*
H. H. WIGGINS, Esq., *Manager Commercial Bank of India.*
F. HENDERSON, Esq., (Messrs. Jarvie, Thorburn & Co.)
F. PORTER, Esq., (Messrs. Gibb Livingston & Co.)
J. THORNE, Esq. (Messrs. Thorne Bros. & Co.)
DAVID REID, Esq., (Messrs. Reid & Co.)

AGENCIES are about to be established at the several Ports in China and Japan.

Applications for Shares will be received by the Undersigned.

The Company will be ready to accept risks and grant Policies from the 1st January, 1864.

L. JOSEPHS,—*Secretary*
tf 320 Shanghai, 22nd Dec., 1864.

ROYAL INSURANCE COMPANY OF LIVERPOOL.

CAPITAL—TWO MILLIONS STERLING.
INCOME—THREE HUNDRED THOUSAND POUNDS PER ANNUM.

TRUSTEES:

JOHN SHAW LEIGH, Esq. | JOHN NAYLOR, Esq.
CHARLES TURNER, Esq., *Chairman.*
RALPH BROCKLEBANK, Esq., *Deputy Chairman.*

THE Company is now prepared to grant Policies to the extent of £15,000 on any one Building of European construction or its contents, and to accept Chinese risks to the extent of £8,000 in any locality within the Settlement.

Premiums are payable in drafts at 30 days sight (favor of PERCY M. DOVE, Esq.)

BOWER, HANBURY & Co.,
Agents for Shanghai.
tf 295 Shanghai, 21st Nov, 1863.

SUN FIRE OFFICE.

LONDON.

Established in 1710.

Managers:

WILLIAM HAMILTON, Esq.,
Chairman & Treasurer.
CHARLES B. FORD, Esq.,
Deputy Chairman.

The Right Hon. W. M. BERESFORD, M.P.
The Hon. P. PLEYDELL BOUVERIE.
HARRY CHESTER, Esq.
SAMUEL PEPYS COCKERELL, Esq.
RAIKES CURRIE, Esq., M.P.
JOHN DRUMMOND, Esq.
RUSSELL ELLICE, Esq.
WILLIAM FRANKS, Esq.
Capt. H. G. HAMILTON, R.N.
JOSEPH HOARE, Esq.
FELIX LADBROKE, Esq.
H. F. SHAW LEFEVRE, Esq.
HENRY LITTLEDALE, Esq.
GEORGE WARDE NORMAN, Esq.
BRICE PEARSE, Esq.
CHARLES RICHARD POLE, Esq.
LAMBERT POLE, Esq.
CHARLES RANKEN, Esq.
HENRY RICH, Esq., M.P.
JOHN SHEPHERD, Esq.
HENRY STUART, Esq., M.P.
C. GEORGE THORNTON, Esq.

THE MANAGERS of the SUN FIRE OFFICE LONDON, beg leave to inform the British and Foreign Residents at Shanghai that they have constituted and appointed the undersigned as their Attorneys, to issue POLICIES OF INSURANCE against FIRE on BUILDINGS, GOODS, MERCHANDIZE, and other property, at those places.

Full particulars of RATES, &c., may be obtained on application to.

LINDSAY & Co.
tf 108 Shanghai, January 1st, 1863.

NOTICE.

THE Undersigned having been appointed Agents at this port, for the "North China Insurance Company," are prepared to accept risks by steamers and sailing vessels when towed by steamers.

CRAVEN WILSON & Co.
tf 160 Chinkiang 17th June, 1863.

保險公所

啟者本行現在鎮江作為保險公所經理之人可保火輪船幷火輪拖帶小船等隻免受驚灾如有驚着照數償還如有人欲保險者請至本行面議可也此佈

天青洋行啟

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NEW ADVERTISEMENTS.

CIRCULAR.

THE P. & O. S. N. Co.'s Steam-ship "*Pekin*," Captain Soames, will be dispatched from Shanghai, on Monday, the 6th June, at day-light, or such time of the night of the 5th or morning of the 6th as the state of the tides may require, with Her Majesty's Mails for conveyance to Europe *via* Hongkong.

Cargo will be received on board up to 5 P.M. of Friday, the 3rd June, and Parcels at this Office until Noon of the same day.

Correct forms of Bills of Lading can be had on application to this Office.

N.B.—Shippers of Cargo on the Company's Black Bills of Lading are particularly requested to note the terms and conditions of these Bills of Lading with reference to transhipment and forwarding of Cargo, with a view to the adequateness of their Insurance Policies in respect of the same.

E. WARDEN,
Agent.

P. & O. S. N. Co.'s Office.
Shanghai, 1st June, 1864.

In the Estate of William Cubbins, *Pilot, deceased.*

ALL persons having claims against the above Estate are requested to send them with proper vouchers to the undersigned, on or before 26th June, and persons indebted to the Estate are requested to make immediate payment.

DAVID MACKENZIE,
Executor.

25ju 439 Shanghai, 4th June, 1864.

NOTICE.

THE interest and responsibility of Mr. E. Francis Parker in our firm ceased on the 31st ultimo.

AUGUSTINE HEARD & Co.

2jy 440 China, June 1st, 1864.

NOTICE.

I have this day established myself at this place as Agent and General Commission Merchant.

FERD. NISSEN.

Reference Messrs. Siemssen & Co.

3se 441 Ningpo, 15th May, 1864.

LONDON AND LANCASHIRE FIRE AND LIFE INSURANCE COMPANIES.

Fire Capital ·· £1 000,000
Life Capital ·· £100,000

LONDON: 73 AND 74, KING WILLIAM STREET, E.C.
LIVERPOOL: BROWN'S BUILDINGS, EXCHANGE.

BOARDS OF DIRECTION.
LONDON.

Chairman.—
F. W. Russell, Esq., M.P. (Chairman of the National Discount Company.)

Deputy Chairman.—
Fire: * Mr. Ald. Dakin (Messrs. Dakin, Bros.)
Life: J. H. Mackenzie, Esq., Gresham-house, Old Broad Street.
E. P. Alderson, Esq., (Messrs. Kelson, Tritton & Co.)
Abel Chapman, Esq., 79, Old Broad Street.
C. B. Colchester, Esq., (Messrs. Colchester & Woolner.)
J. H. Reynell De Castro, Esq., (Messrs Carruthers, De Castro & Co.) Manchester and London.
M. Alderman Hale, (Messrs. Warren S. Hale & Sons.)
* Charles Joyce, Esq., (Messrs. Charles Joyce & Co.)
John Gustavus Russell, Esq., 61, Moorgate Street.
Lightly Simpson, Esq., Bedford Square.
Thomas Stenhouse, Esq., Merchant.
* Directors of Fire Company only.

LIVERPOOL.

Chairman.—Francis Braun, Esq. (Messrs. Blessig, Braun & Co.)
Dep. Chairman.—Stephen Barker Guion, Esq. (Messrs. Guion & Co.)
G. M. Bowes, Esq. (Messrs. Manning & Co.)
D. N. Giannacopulo, Esq. (Messrs. Giannacopulo & Chehilani.)
Daniel James, Esq. (Messrs. Phelps, James & Co.)
George Kendall, Esq. (Messrs. Kendall, Brothers.)
John Edward Naylor, Esq. (Messrs. B. Gott & Sons,) Leeds.

W. B. CLIREHUGH,
General Manager.

THE Undersigned having been appointed Agents for the above named Company at Shanghai and Hankow, are prepared to grant policies against fire on usual terms on any one building or its contents, as also on blocks of Chinese buildings.

For terms apply to

TRAUTMANN & Co.

2jy 442 Shanghai, 2nd June, 1864.

NOTICE.

THE JAPAN COMMERCIAL NEWS has a very large circulation, and is, therefore, an excellent advertising medium. The greatest pains are bestowed upon it in order to render it a thoroughly useful Commercial Organ; and both to advertisers and to those who desire information relative to the trade of Japan, and of other passing events in this country. THE JAPAN COMMERCIAL NEWS is indispensable. As the attention of the whole world is now directed towards Japan, and as this paper is eagerly sought for not only in all the ports of Japan and China but also in Europe and America. Advertisers cannot possibly have a better medium for communication with the public than this Commercial Journal offers. The terms for advertising are very moderate.

Agents in Shanghai,
Mr. D. F. Welling,
" A. H. de Carvalho,
DA ROZA & Co.

tf 443 Yokohama, Japan, 1st May, 1864.

ANY ONE CAN USE THEM.

A basin of water is all that is required to produce the most brilliant and fashionable colours on SILKS, WOOLLENS, COTTONS, RIBBONS, &c., IN TEN MINUTES,

By the use of

JUDSON'S SIMPLE DYES.

Ten colours, Price 1s. 6d., 2s. 6d., and 5s. per bottle.

These Dyes will also be found useful for imparting colour to FEATHERS, FIBRES, GRASSES, SEAWEED, IVORY, BONE, WOOD, WILLOW SHAVINGS, PAPER,

Also for

TINTING PHOTOGRAPHS AND FOR ILLUMINATING.

May be had of all Chemists throughout the United Kingdom and British Colonies.

Wholesale Depot: 19A, Coleman Street, LONDON.

4ju-1865 444

GABRIEL.

IN EVERY AGE AND NATION

A FINE set of teeth had been considered an essential element of female beauty, and dignified manliness. When perfect they exert a spell potent as that of Duessa, while all the other beauties and attractions of the human frame combined, cannot atone for the loss of this one. No grace or feature can, however, declare its independence of the others, all are intended to act together and not separately, and to produce a pleasing effect, good teeth, as a part of beauty's mystic enchantment, are, at once typical and essential. Left to themselves they spontaneously deteriorate, as if their Parian beauty were too delicate for the wild winds of earthliness. Those who do not trifle with nature pay regard to every gift Heaven has bestowed. So long as we do her reverence it is man's native right to be happy. Enjoyment is the universal end and rule, our ordinary and natural condition, pain and disfigurement are but the casualties, the exceptions ever tending to a remoter good—the voice of nature bidding us remedy her grievances and respect her laws. In no part of the animal organization will the effects of neglect prove so disastrous as in the economy of the teeth.—*From "A Practical Treatise on the Teeth." Messrs. Gabriel, who supply Artificial Teeth on their patented system irrespective of climate or distance, as may be seen by reference to our advertising columns.*

25ju [illegible]

MISCELLANEOUS INTELLIGENCE.

NOTICE.—Divine Service is held in the Roman Catholic Chapel near the French Consulate, every Sunday, at 8 and 10 o'clock in the morning and 4 o'clock in the evening.

NOTICE.—Divine Service is held every Sunday Morning at 11.30 o'clock, and Evening at 7.30 o'clock, in the American Episcopal Chapel, Hong-que.

LATEST DATES.

England	April 18	Hankow	May 28
Hongkong	May 30	Nagasaki	May 28
Tientsin	May 24	Kanagawa	May 26

Latest dates in England, from China,—
Hongkong .. Feb. 26 } Received
Shanghai .. " 21 } April 4th.

BIRTH.

On June 2nd, Mrs. William Waller, of a daughter.

DEATH.

At Kiukiang on the 27th May, Jacob C. Haviland, of Pokeepsie Duchess County, New York, U.S.A.

OPIUM QUOTATIONS

For the week ending May 27th, 1864.

May.	Malwa New Tls.	Malwa Old Tls.	Patna New Tls.	Patna Old Tls.
28,	515	......	390	410
30,	......	......	..	...
31	510	......	400	415
June.				
1,	510	......	400	415
2	505	......	440	420
3,	500	......	390	420

LATEST SHIPPING INTELLIGENCE.

Arrived.—June 3, *Eclipse*, (Am. sch.), Camman, Fuchau; 3, *Hogoumont*, (Br. sh.), ——, Calcutta; 3, *Pekin*, (Br. str.), Soames, Hongkong; 3, *Fei-ma*, (Br. str.), Buckland, Ningpo.

Departed.—June 3, *Chekiang*, (Am. str.), ——, Hankow and Ports; 3, *Shoney-leen*, (Br. str.), Mann, Nagasaki; 3, *Emperor*, (Br. str.), Todd, Ningpo; 3, *Mandarin*, (Br. str.), Bussen, Ningpo.

PASSENGERS.

Arrived.—Per str. *Foh-kien* from Hongkong, Messrs R. B. Smith and Servant, H. J. Tarrant, E. Cobbett, G. Weiler, Myburg, Essnee and Servant, Nowojieee and Servant, Khaka, 149 Chinese. Per P. & O. S. N. Co.'s str. *Nepaul*, from Yokohama, His Excellency Monsieur de Bellecourt, Dr. Lockhart, Mr. & Mrs. Fernando, Messrs. J. M. Young, Picout, Chattilon, Antonio, G. King, and Scott.

Departed—Per P. & O. str. *Cadiz*, for Yokohama, Mr. and Mrs. Hughes, Messrs. P. Myers, M. Oymonir, W. Lamond, F. Corns, R. Lindau, Viara, C Rickett, R. B. Smith, and Cargill.

The P. & O. Co.'s stmr. *Pekin* with the Mail for Europe, &c., will leave on Monday, the 6th June.

The London Mail of the 27th April, due in Hongkong on the 10th June, and here on the 15th. It was received last year on the 15th June, per *Emeu*.

The North-China Herald.

IMPARTIAL, NOT NEUTRAL.

SHANGHAI, SATURDAY JUNE 4 1864

An Imperial decree has appeared in the *Peking Gazette* of the 21st ulto. conferring on Gordon the rank of Ti-tu, and an honorary distinction equivalent to the English G. C. B. We will take an early opportunity of laying a translation of this decree before our readers.

We are to-day able to lay before our readers a report of the action recently brought by the Oriental Bank Corporation before the British Consular Court at Hankow, to recover the balance of Tls. 68,000 by which the bank is still a loser through the defalcation of the compradore. The wording of the security *chop* is so singularly free from any condition or qualification, that we should have been surprised at the attempt to defend the action, had not the singular anomaly of a Chinese subject allowing himself to be sued in a British Consular Court paved the way for any other eccentricity which might crop out in connection with this interesting case. Chinamen are not wont to be so accommodating, and Yen-t heong must either have been penetrated by a complete conviction of the justice of his cause, or by a profound admiration for the intelligence of English lawyers, to venture before a tribunal where nothing but palpable proof that his promise to secure was no security, or an ingenious legal quibble if the agreement were formal, could avail him. Even now, we imagine, the judgment of the Court is not worth the paper it is written on, if the defendant decline to act in accordance with its tenor; unless indeed the Chinese authorities see fit to adopt and enforce it. In the meantime, however, no symptom is shown of any intention on the part of the defendant to avail himself of the loophole for escape offered by his nationality; he has appealed the matter to Sir Frederick Bruce, and will we presume in due course be informed that the appellate authority has confirmed the judgment of the inferior Court. Notwithstanding the ingenious pleas put forward for the defence, the case appears to lie in a nutshell. Either the individuals who signed the security *chop* intended to imply that they would be responsible for any defalcation on the part of the compradore, or they did not. If they did, and this was shewn to the satisfaction of the court, the aggregate talent of all the barristers on the rolls could not secure a judgment of a different tenour from that arrived at. The document does not contain a shadow of limitation or qualification of the security, which contemplates the fullest responsibility for any "fault or error" of which the defendant may be guilty. The only doubt that could possibly arise is, as to whether the words "fault or error" were intended to convey "pecuniary defalcation," and this is settled in the clearest manner by the testimony of custom and the intention of the parties to the agreement. No reasonable doubt can exist that the mutual understanding between the manager of the Oriental Bank and the securities, when the agreement was signed, was that the latter were to be responsible for the honesty of the compradore, and that if he proved dishonest, they were to make good the sum for which he might defalcate. This being once established, the singular barrenness in the wording of the agreement debars the possibility of entertaining any attempt to prove that its provisions were broken by the plaintiffs. There were no conditions or stipulations, the securities rendered themselves fully and completely responsible without limitation or reserve, and in the words of the plaintiff's counsel, the most gross negligence on the part of the bank would be covered by the guarantee. That this negligence existed, though not to the extent contemplated by the defendants, appears clear. Mr Webster repeatedly said in the course of his cross-examination, that the accountant's duty was to "give out and take in treasure," "to see money taken out of the treasury and then to see the treasury closed"; and it is obvious that, if this had been done, the compradore would not have had opportunity to abstract monies from time to time as he was in the habit of doing. But again, as Mr. Pollard remarked in reply to Mr. Cooper's accusation of negligence, business could not be conducted unless some trust were reposed in him. It is well, in theory, that a rule should exist that the accountant should be present on every occasion that money passes into or out of the treasury, but, in practice, we imagine little time would be left him to look after the books of the bank, if he followed it to the letter. On the other hand, however, it is evident that some supervision is necessary, and we shall be much surprised if the Bank compradore be not, before long, reduced to the position of a simple shroff, and the charge of the treasury placed in the hands of a European cashier.

An Englishman, whose letter we published in our daily issue of the 28th ulto.; "very much doubted whether a thorough investigation would prove that the French police are any worse than ours," and instanced various offences on the part of the latter which were certainly in the highest degree reprehensible. We expressed at the time our dissent from his conclusion, and are further confirmed in our opinion by the letter from Another Englishman, which we publish in our supplement. We regret that we are not able to satisfy our former correspondent's wish to learn what punishment was awarded to the policeman who, he stated, was arrested for assaulting three Chinese women on the 15th ulto., as our enquiries have only elicited the reply that he was never arrested at all. The only charge of assault which has been brought against an English policeman during the past month was that alluded to in the *précis* of correspondence published with the Minutes of the last meeting of the Municipal Council, when Constable No. 28 was accused of assaulting two gun lascars. The evidence of the victims of his brutality, however, differed so completely, as to lead irresistibly to the conviction that the charge was either grossly exaggerated or wholly false; one man declaring that his comrade was struck over the head, while the comrade himself declared that he ran away unhurt. We do not, however, infer from the absence of accusations against them, that the English police are immaculate; it is not in the nature of policemen to be so, especially in Shanghai, where their training has been slight and the temptations are manifold. We do think, however, that notwithstanding the existence of black sheep, on whose misconduct we have never failed to comment severely when it has been brought to our notice, they are as a body an exceedingly well-behaved class of men, and shall hold to this conclusion until An Englishman has proved it to be erroneous, by particularising and proving some of the very vague accusations which he brings against them. If he actually witnessed, or is in possession of tangible proof of the assault on the Chinese women which he reports, we recommend him to take early steps to bring both the offender and the person who arrested him to justice, as it is evident that the latter has been grossly culpable in allowing his prisoner to escape during the transit between the bund and the police station. We strongly suspect, however, that the "reports of illegal squeezes and improper arrest" which reach our correspondent with such painful frequency, rest merely on Chinese authority, and if sifted would dwindle down to very minor offences, and be considerably reduced in number. The accusations against the French police given in the letter which we publish to-day are, on the contrary, the result of our correspondent's own experience. He vouches that he has witnessed the four crimes therein specified, on different occasions, while walking through the French concession; and we in turn ask what punishment was awarded to the man who was guilty of the murder of a Chinese coolie. It is possible that this crime, like the infinitely minor offences which An Englishman attributes to our own police, may not have been brought to the notice of the Municipal Council, and if this be indeed the case, the fact does not redound to the credit of the spectators The treatment which civilians who have incurred the displeasure of the French police have on various occasions met with at their hands, has not been such as to make others anxious to incur a similar fate. The cases in which Englishmen were confined in the French stocks, and eventually dismissed with the comforting assurance that it was "all right," will not have passed from the recollection of our readers; and it is unlikely that persons who might interfere with the intention of bringing a policeman who had been guilty of any offence to justice, would meet with more consideration. But in a case so serious as that in question, it was the duty of the spectators to run any risk of ill-treatment in order to seize and bring the culprit before the authorities. The other savage outrages which are detailed, amply confirm the opinion we expressed a few days ago, that the French police labour under the impression that the Chinese are, "so far from being entitled to protection, only intended to be made useful or bullied as the whim may arise." It is true that the French Municipal Council have issued proclamations assuring the native population that any complaints from them will receive instant attention; but if the account which we have heard, of the result of the complaint brought by the Chinaman whose ponies were impounded a short time ago, be true, we agree with Another Englishman that that attention is not so favorable as to encourage sufferers to solicit it.

The English Mail of the 11th April arrived this day. We take the following scraps from the *Straits Times Extra* of 22nd May.

London, April 18—The exterior fortifications of Duppel were carried this morning by the Prussians: 2,000 Danes have been made prisoners.

April 20.—It is affirmed that Prussia is resolved to occupy all Jutland as a guarantee of indemnity against German captures

April 22—The conferences postponed to 25th April

The Federal Diet will send a representative to the London conference, and have selected the Baron von Beust. The Prussians have bombarded the town of Sünderborg without warning, killed many of the inhabitants, and destroyed a large amount of property. The outrage has been severely condemned in both Houses of the English Parliament

The President has issued another proclamation, explanatory of his amnesty proclamation of the 8th December last The Federal success at Fort de Russy on the Red River resulted in the capture of three hundred and twenty prisoners and two nine-inch Dahlgreen guns, two four-pounders, four thirty-two pounders, two six-pounders, a lot of small arms, two thousand barrels of fine powder, an immense quantity of assorted ammunition, and several thousand dollars worth of commissary stores.

Summary of the Week.

The weather in Shanghai during the past week has been invariably fine, the rain with which we were threatened last Sunday having entirely passed away. There has been considerable mortality caused by cholera, although chiefly among the shipping; a few cases have also occurred on shore.

We referred in our last issue to the surveying expedition sent from Shanghai to the mouths of the Yang-tsze. We have from time to time received reports of the progress made. The last was to the effect that the officers engaged were getting on satisfactorily, but were much inconvenienced by the loss of the junks which accompanied them at first, but left unceremoniously after a short time. The *Hardy's* rudder became damaged during a storm which set in last Sunday, and she has accordingly returned to Shanghai for repairs. The efforts made to discover the whereabouts of the Yang-tsze beacon have hitherto proved unsuccessful.

The close of the theatrical season has not put an end to the amusements to be found here. Last Saturday evening Mr. Black, a new candidate for public fame, gave the first of a series of entertainments entitled "Evenings at Home," which seemed to afford universal satisfaction. His second and third performances on Tuesday and Friday evenings were equally successful. Mr. Black's entertainment is composed of songs interspersed with anecdotes and conversation of the most lively description, which he varied on each evening. He has a splendid voice and sings with great taste and feeling. The games of which we gave the programme in our last issue, came off on Saturday afternoon at the Ningpo Joss-house, and were kept up with great spirit. In consequence of the death of Mr. Gray, R. N., the men of H. M. S. *Leopard* did not attend; although this was no doubt a drawback to the pleasure derivable from such a trial of strength and agility, both the performers and spectators enjoyed themselves thoroughly. We quote the names of the winners from our daily issue.

1. *Race of* 300 *yards.*—1st. Prize Gholam Khan $ 3, 2nd Sowara Khan $ 2; nine started.
2. *Hurdle Race* 200 *yards over ten Hurdles. Seven started.*—1st Prize $3, Color Havildar Dost Mahomed, 2nd Prize $2, Private Ajoodia Persaud.
3. *Siamese Twins,* 150 *yards. Seven twins started.*—1st Prize $ 3 to twins Privates Ghoram Khan Mahomed Khan, 2nd twins Privates Alloo Khan and Bulchul Khan $ 2.
4. *Sack Race* 150 *yards. Thirteen started*—1st Prize $ 3 Private Jindoo Khan, 2d Prize $ 2 Private Alloo Khan.
5. *Bell in the Ring.*—Bell caught by Private Alloo Khan in the canal, $ 1.
6. *Dollar Hunting in the dark.*—Only one Earthen Pot struck by Private Jindoo Khan, $ 1.
7. *Running High Jump.*—A turban to Privates Ali Mahomed, Khoda Bux, and Shah Boozroog.
8. *Running Long Jump.*—$ 3 Private Juman Khan.
9. *Putting* 32 *pound Shot. Private Match.* $ 10 won by Gunner Regan R. A.
10. *Wrestling.*—Turbans given to Havildar Chund Khan, Naique Abdoola Khan, Bugler Syetah Khan, Privates Joomah Seedee, Joomah Khan, Andul Khan, Dadoo Khan, Buxon Khan, Peer Bux.
11. *Blondin crossing Niagara.*—Blondin didn't appear, and his representative got a wet jacket and a dollar to dry it.
12. *Race up the City wall.*—Twelve started. 1st Race, 1st Prize Private Butchul Khan. 2nd Prize Sowara Khan. Height 20 feet 5 inches, ten started—2nd Race, 1st Prize Private Sowara Khan, 2nd Prize Butchul Khan. Privates Peerum Shah, Hadji Khan, and Gholam Hoosein received Turbans, and the latter a fall.
13. *Swimming Race.*—150 yards, seven started. 1st Prize $3, Private Fyze Mahomed, 2nd Prize, Private Kumal Khan, $1.
14. Greasy Pole.—Human pyramid, Private

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Booda Khan, Mahomed Khan, Havr. Moolook Shah and Band boy Fyzoo each received $1, and the latter the Leg of Mutton also.

15. *Ducking for Dollars in tub.*—Privates Kumal Khan $ 5, Mohobut Khan $ 2, Mullar Khan 2, Peer Bux $ 2, Buxon Khan $ 1, Daloo Khan $ 1.

16. *Single Sticks.*—Private Ajoodia Persaud, a silk Turban.

17. *Tournament.* —Horse—Private Jindoo-Khan, Rider—Private Mahomed Khan $1 each.

18. *Wrestling on Tight Rope.*—$1 each to Privates Jindoo Khan, Sowara Khan, Alloo Khan, Fyze Mahomet, Band boy Fyzoo and Jewan Khan; their opponents Wet Jackets.

10. *The Tortoise, or Escalading the city wall after the manner of the Ancients.*—$2 to Naique Sepahee Khan, who supported Privates Butchul Khan, Sowara Khan Havr. Moolook Shah, and Band Boy Fyzoo, whilst several men scrambled over them up the wall into the city.

H E. Ying Taoutai seemed much pleased by this, remarked that it was very useful, and did not in the least resent the treatment to which his defences were subjected.

20. The Corpse floating past enveloped in winding sheet Drummer Khoda Bux, who received $ 2 and a turban.

21. *The Merry Go Round.*—Picking up Dollars whilst going full power, 80 Revolutions the minute (possibly)—Havildar Moolook Shah $ 3, Private Bejar Khan, $1. The private proved himself a man of blood—by "tapping his claret" freely.

22. *Baste the Bear*—Many were Bears in turn and underwent the usual "Licking into shape" that Bears are supposed to undergo. All got "more kicks than half-pence" as no Dollars were given—Private Bulchul Khan moreover got a black eye, induced by a knotted turban, not his own.

3 *Chinese Ladies (!)* ran a Race wheelbarrow; arms and "understandings" acting as spokes Prize $1,names unknown to fame, possibly too modest to publish it.

There was a little leap-frog, and other games and several Chinese acrobats performed some surprising feats for the amusement of the spectators (and for dollars). The Taotai sent several dollars to the Chinese acrobats, threw several also into the tubs to be ducked for, and several before the men in the "Merry go Round," to be picked off the ground.

H.M.S. *Leopard* will, it is said, shortly leave for Japan, and the *Perseus* will take her place here.

We referred in our impression of the 2nd instant, to a game of cricket which was about to take place between the *Garrison and the Civilians, and we now record with pleasure the account of this* most interesting match. We must remark that the respective merits of the two sides can hardly be determined, as the whole of the Twenty-two were so much out of practice. At the commencement of the match, the Civilians would have been early deprived of the services of Messrs Dent & Manson, had it *not been for the "butter fingers" of their* opponents. From the annexed score it will be seen that the Garrison had to follow their innings, and with all their force could only make 96 runs against 149; thus leaving the Civilians the winners of an easy victory in one innings, with 53 runs to spare.

CIVILIANS. 1st Innings.

	How out.	Bowler's name.	Runs.
McDonell,	Run out,	——	0
H. Hogg,	b.	Singleton,	2
Dent,	,,	Drummond,	70
Manson,	,,	Pointon,	44
Antrobus,	,,	Singleton,	0
Groom,	,,	Pointon,	4
Baldwin,	,,	Do,	1
Oliphant,	,,	Do,	3
Inglis,	,,	Drummond,	12
Dow,	,,	Singleton,	1
Fabris,	Not out,	——	2
		Total	139
Byes, ..	..	.. ..	2
Leg Byes,	..	.. ..	—
Wides,	..	.. ..	8
No Balls,	..	.. ..	0
		Grand Total	149

GARRISON.

1st Innings.		2nd Innings.	
Edwards, b. Baldwin,	19	b. Antrobus,	13
Stevens, b. Antrobus,	0	Not out.	4
Kershaw, b. do.	0	b Groom,	1
Price, r. o.	3	,, Antrobus,	0
Baker, b. Antrobus.	0	,, do	0
Wood, Not out.	3	,, do	0
Pointon, b. Groom.	0	,, O.	2
Beatie. (c. Fabris.) Antrobus,	3	,, Antrobus,	6
Lemprier, b. Groom.	8	,, Groom,	1
Drummond. (c. Groom) Antrobus,	1	,, do	6
Singleton, b. Baldwin,	0	Run out,	0
Total	37	Total	33
Byes, ..	5	..	0
Leg Byes, ..	1	..	2
Wides. ..	9	..	9
No Balls ..	—	..	—
Total	52	Total	44
		Grand Total	96

We have received advices from Hoochow to the 18th ultimo. The Franco-Chinese and the Imperialists are lying at some distance from the city, and had not up to the above date had an engagement with the rebels. The rebels are now holding a strong position among the adjacent hills, and seem to contemplate an advance; 40,000 *men have been sent* by the *Futai of Keang-soo* to assist the *Che-kiang army.*

By latest advices from Hankow, we learn that the tea season opened on the 26th ultimo with seven chops settled at Tls. 36 50 to Tls. 38.25 per pecul. Next day there was a settlement of 8 chops. The highest price demanded was Tls. 38.50. Although there is, in a few cases, a slight inferiority owing to the rainy weather during the picking season, the musters are almost invariably equal to those of last year. We learn that San-ko-lin-sin is at present in command of an army in the Hupuang province. He had been sent in order to keep the rebels in order and is now about 100 miles from Hankow, Another General, Laang Hung-chun, has incurred the displeasure of the Boards in consequence of having allowed his men to pilage and otherwise ill-treat the country-people at a small town which he had taken from the insurgents. It is feared, however, that his influence with the Futai and several of the other principal mandarins in this province, will enable him to get out of his difficulties.

Our correspondent at Tientsin, writing under date of the 27th ultimo, states that the *Caroline* and *Catharina*, two Danish vessels which were recently seized by H. P. M. S. *Gazelle*, have been released, and now hoist the Prussian flag. The *Falk* has been unrigged, and lies off the English settlement. The *Gazelle* left for Chefoo on the 18th May. The races which took place at Tientsin on the 12th, 13th, and 14th *ultimo* were *very successful. It would seems that the favorites did nothing* like what was expected of them.

From Yokohama we have little news of interest. Our correspondent informs us that the English and French Ministers had gone to Yedo there to meet the Gorogio. H.M.S. *Pelorus* had arrived, and the *Racehorse* had left for Hakodadi. Two sworded *men are sometimes* impertinent but *never go so far* as to offer actual violence. It is reported that the Japanese Government are greatly annoyed at finding information regarding Japanese affairs which they would have wished to withhold, published in the foreign papers which they have translated for their own reading. They imagine that such intelligence must be elicited from native teachers in foreign employ. In consequence all teachers engaged by foreigners, must for the future have a certificate from the Custom House and have all other means taken to ensure detection in case they become too communicative. Domestic servants are also to be re-registered. About 600 bales of silk had been settled *during the* fortnight ending 26th May, but the exorbitant *rates demanded* for new teas had completely closed the market.

We have dates from Nagasaki to the 24th ultimo. The Prince of Satsuma has purchased the S. S. *Lotus* for $120,000. The foreign residents had celebrated the Queen's birthday by an unusual "jolification." H. M. *Perseus* fired a salute at noon, and was followed by one of the shore residents, who kept up a brisk if not heavy fire for some short time. The thirst for amusement had been by no means subdued, for we hear that a grand theatrical performance was to have come off on the 26th ultimo on board H. M. S. *Perseus*, while the 28th had been appointed for a regatta.

PEKING GAZETTE.

(April 30th, 1864.)

Li Hung Chang reports that the Imperial army has attacked and conquered Kia-shing-fu, and killed the Rebel leader at that place. We are requested to reward those who fought and fell in the action. Such is his dispatch. On the 15th day of this month (April 20th) the Imperial army made a successful attack on Kia-shing-fu, having surrounded the city by day and night for a considerable time More than one hundred chang of the wall had been battered down. On the 15th day of the month General Ching himself, leading the other officers and men, joined in the struggle, placing sealing ladders, and ascending the wall. He was on that occasion grievously wounded. An officer named Liu Szu-chi, when advancing with his men, let fly a shell which burst in one of the rebel magazines, and created immense confusion amongst the enemy. Another officer, by name Liu Ping-chan, with others, each leading his own company, inspired by bravery, set to work tearing up the stakes which had been placed in the city ditch, and subsequently advancing (in order) they effected an entrance by the south and east gates. The leader of the Rebels, by name Miao Fa-shou, immediately collected the most determined of his followers to the number of many thousands, and kept up a resolute fight in the streets. The Imperial soldiery with an utter contempt for death forced their way on, slaughtering as they went some five or six thousand men. The rebels fled by the west gate. Chên Yu-shêng and Li Chao-ping with their followers, dividing their forces, met and exterminated the fugitives. The rebels taken within the city were executed. The *soi disant* Ting (挺) Wang (whose true name was Liu Tê-kung) was killed by a cannon ball. The *soi disant* Yung (榮) Wang (whose name was Miao Fa-shou) was taken, and beheaded, his head being subsequently hung up. Thus was Kia-shing-fu taken. This entire affair was excellently conducted. The Ti-t'u-Chên Hsiao-chi (Ching) was very severely wounded while attacking the city. Indeed his noble and heroic soul led him to his fate. His valour and wisdom were boundless. We therefore present him with a white jade-stone feather *ornament (ling kuan,)* a white jade stone finger ring, a jade handled knife, and a pair of pouches. Liu Ping-chang, who by his conduct at the siege of this strong city, has proved himself a stout and valiant soldier, is presented with a peacock's feather of the first class. Li Chao-ping, a very distinguished soldier, PanTing-sing with the Tao-tai of Chang-chow, Chin-kiang. Ning-chow and Hai-chow are recommended to the consideration of the Boards. The Ti-tus Liu Szu-chi, and Yang Li-chien are to obtain the next official vacancy in their rank.

(Here follows a list of smaller officials upon whom increased rank is conferred, or to whom funeral honors are granted.)

In the same dispatch Li Hung-chang reports that Gordon when leading his men towards Kin-tang was wounded in the leg, and that the Futai has therefore recommended him to rest for the present.

Gordon has proved himself most formidable in every way to the rebels. It was thus that he was wounded. We are deeply grieved, but are yet somewhat relieved by hearing that the wound is not serious. Li Hung-chang is therefore directed to see Gordon constantly, and enquire about him, so that he may remain tranquil, and await his recovery before attempting other conquests.

Respect this.

H. M. CONSULAR COURT.

Hankow, 14*th May*, 1864.

Before J. A. Webster, Esq., *H. M. Consul.*

K. R. Mackenzie, John Ashton, } *Assessors.*

The Oriental Bank Corporation,
versus,
Yen Choong and Wye-Kee.

Mr. E. H. Pollard appeared for the plaintiffs.

M. D. Cooper for the defendants.

The following is a copy of the plaint.

Plaint.

In the cause in which the Oriental Bank Corporation of Shanghai is plaintiff, and Yen-cheong and Wye-kee of Hankow defendants. At H.B.M. Consulate at Hankow the 13th day of May 1864. The plaintiff comes before me John Aplin Webster, H.B.M. Acting Consul at Hankow, and says as follows:—

That in consideration that the plaintiffs would employ one Fung Heen as their compradore at the Shanghai branch of the said corporation (known as the Lejoo Bank in Shanghai), the defendants guaranteed and promised the plaintiffs that they would be answerable to the plaintiffs for the trustworthiness and honesty of the said Fung Heen, and would be responsible for any fault or error of the said Fung Heen, and the plaintiffs employed the said Fung Heen as such compradore as aforesaid, and during such employment the said Fung Heen embezzled or otherwise feloniously took or abstracted from the treasure of the said plaintiffs at Shanghai aforesaid sum of, to wit Shanghai Taels 131,726.12 0, the monies or property of the said plaintiffs. And all conditions were fulfilled and all things happened and all times elapsed necessary to entitle the plaintiffs to maintain this action. Yet neither the said Fung Heen nor the defendants paid the plaintiffs the last mentioned sum to the extent of Shanghai Taels 68,232 0 0 and the same still remains due and unpaid. And the plaintiffs claim Shanghai Taels seventy-five thousand.

The Oriental Bank Corporation.
By their attorney,
(Signed) James Webster.
Acting Agent at Shanghai.

Taken before me at the time and place first above written.

(Signed) J. A. Webster,
Acting H. B. M Consul.

A certified translation of the security *chop* by Dr. Legge was produced and agreed to by both parties, which ran as follows.

"This is to certify that Fung Hien of Hwong-poo, in the district of Pwan-yu has been engaged as keeper of the Treasury account for the Le Joo bank at Shanghai. He is a trustworthy man to be depended on. Should there be any fault or error the securities are entirely responsible.

Hien-fung, 11th year, 5 moon, 27th July, 1861.

Defendants objected that the loss alleged in the summons is no part of the indemnification contained in the guarantee." Plaintiffs object that grounds of defence are not specified.

Defendants propose as pleas.

1.—That the document was in effect a proposal which the bank had not accepted.

2.—Non-disclosure of material facts at the time the alleged guarantee was given.

3.—That alleged guarantee was rendered void by departure from the terms of it in the employment of the alleged defaulter.

4.—The alleged guarantee when given was given on the understanding that the bank would conduct the treasury business in a regular and proper manner, and that by reason of gross negligence on the part of the bank, the loss thereby entailed was now claimed from the alleged securities.

5.—That the bank had abandoned the agreement by resorting to the principal debtor instead of to the securities.

6.—That the bank had given time to the Compradore without the knowledge or assent of the securities.

7.—That the bank could not sue upon the alleged guarantee, as it was not delivered to the bank.

Mr. Pollard addressed the Court for the plaintiff, to the following effect.

The Bank was at a disadvantage by the reticence of defendants as to line of defence; affairs would have been simplified if this had been known. The Oriental Bank Corporation having in their employ a shroff called Fung Heen at Shanghai, he and his friend applied to appoint A-heen (the defaulter) to be compradore, some time in June 1861. The Bank intimated to the securities that they would advance the man to be compradore if they had good security for him in every way. In July the same year the securities came and told Mr. Lamond, the manager, that they were prepared to secure the compradore entirely, and Mr. Lamond agreed to accept their securities. The securities were drawn up by the sureties themselves and duly signed and witnessed. They then handed it over to Lamond, saying that they were entirely responsible for any violation of the duties. Lamond then had Fung Heen made compradore in July 1861, and he remained in that capacity till January last. Mr. Webster eventually came to Shanghai and took charge of the Bank. Mr. MacDoual handed to Mr. Webster an account of the state of the Treasury. The compradore witnessed this. There were two keys and one crank for the treasury. The manager had one key, accountant one, the compradore had the crank. One cannot enter without the other two. The treasury was inspected in the ordinary way about once a month by counting the boxes, &c. The compradore was responsible for nature of silver, &c., coming into the bank. He always is unless the head of the house knows Chinese &c. This is the duty especially of the compradore The manager accepting this man's statement as to the silver keeping a check on him by counting the boxes, &c. It is only occasionally that the money is really counted minutely. Still dependant upon the compradore as to the value and weight of silver.

This plan went on till December last. Owing to the increase of business, difficulty in examining was increased, and counting the boxes was the only means of examining. Mr. Webster, in December, had a careful examination of the silver. The inspection was commenced in December last, when the compradore asked to see Mr. Webster, (exception made by the defendant to this evidence but overruled by the court. Statement of defendant also to be received, value of each to rest on their own merits,) and told Mr. Webster that the treasury was short because he had taken 38 boxes of sycee. Webster asked how much that was, and the compradore said about 138,000 taels

The Compradore made out a statement showing that he was short 131,726 1 2 in Sycee and 4.000 in Mexicans. After this the shroffing of the treasury was proceeded with, the balance was arrived at after many days, and the statement of the compradore was fully borne out, in fact his statement was rather more than the fact. Subsequently the compradore made over several properties which were taken over by the bank, viz., 63,494.1.2 taels, leaving due to the bank 68,232 taels. This amount is what is now sued for. I now hand in the statement of the compradore in his own handwriting, shewing the deficit of 131,726.1 2.

Points for the Plaintiffs are four.

1.—Existence of guarantee being one of security for the fidelity and honesty of the compradore. The securities being responsible for any loss incurred through want of said honesty.

There has been a breach of his duty as compradore, he has stolen or abstracted 130,000 taels odd, this is the breach which makes the securities responsible.

To prove the amount of loss incurred by the bank.

1st —The law on this point is simple; decision to be regulated by the spirit of the parties at time of contract. The text, not what the two parties themselves meant, but what they each meant the other to understand, (extracts in support read) this applies to English and more especially to non-cognate languages. The document given is not in the language of the plaintiffs, they explained to Mr. Lamond the meaning, and their explanation of their meaning binds them, as shewing the sense they wished Mr. Lamond to take of the question.

As to the 8th point, action must be brought in the name of the person to whom the security is delivered, reason is because there is no priority between 2nd holder and principal.

Only held by a person to whom the document is given In this case the security was given to the Oriental Bank Corporation, and only affects Mr. Lamond as signing for the Oriental Bank. The party principally affected is the party to sue. (Translation of security produced). The security was evidently given to the bank, not to Mr. Lamond, note the fact—the only fact, that the man is a trustworthy man; that was the representation of the sureties themselves. The faults or errors, evidently the faults or errors of trustworthiness. Not wishing to count faults of management only faults of fidelity or trustworthiness, this is fraud. Only claim the sum this man has abstracted from the bank treasury. Stole it in fact, and a balance still remains due.

1 & 2.—Employment in this case is acceptance—the surety is one side of the contract and the employment of the man is the other side.

3rd.—Can't understand this, it is customary for the compradore to have access to money under certain restrictions. The bank appointed him compradore to the bank and thus gained him access to the cash.

4th.—Only obligation was employment, and this was carried out. He every day turned the crank and acted as compradore, and as to what else he did, it did not concern the bank.

5th.—Ingenious and difficult to answer—the only point would be, if the bank refrained to take precaution against—this cannot be, as the man was specially secured, thus the bank was relieved from watching. The most gross negligence would be covered by the security. If want of honesty can be proved in spite of negligence on the part of the bank—the sureties must be held liable. Business cannot be conducted without trusting the man.

6th.—As to this point I reserve answer for reply.

7th.—No time was given; the compradore levanted on the 4th and came back on the 6th, when he was seized by the Consul.—Reply to this also in the answer.

8th.—Already answered.

We will cite a few dictates of law for guidance. Sense and spirit of contract to be observed even in opposition to the wording of it. The meaning of the term compradore varies in various houses; intention of the contract, evidently to let the man act as compradore; duties supposed to be known to both parties. Many merchants are in the same position as to the sureties. The contract is to be read as to the apparent object—and it must be more to carry out such apparent object. The recitals must be taken as shewing the object. The words in the recital, if they don't mean compradore, must be held still to mean compradore to carry out the object. Security in this case entirely as to trustworthiness, his skill and capacity for work is not alluded to in the contract. No honesty or trustworthiness could exist, if no trust was put in the man. Any part of the contract not agreeing with their intention must be rejected, and that part supporting the intention to be accepted. The contract was made in Hongkong, not in China, and the money was to be paid there. Verbal evidence as to the meaning of a written contract not acceptable in general, but is accepted in case of terms used with a special and particular meaning or in foreign language; *note a promiseur* seeks to evade a promise, *his own records* are to be read most strongly against him, against the granter of the deed, because he had the power to define his liability and because he did not do so, he is liable for not protecting himself, and the deed is to be read against the granters.

James Webster being duly sworn to speak the truth, states:—I am acting agent for the Oriental Bank at Shanghai since the 18th December 1862. In July 1861, I was accountant in China, residing at Hongkong. I saw a document of which the one produced was a copy. I put my name to it. I saw it signed by the defendants. I was present at the interview at which the document was signed, not at any other. Mr. Lamond was there, the securities and Mr. Maclean. I think Mr. Lamond in the presence of us all, stated to them of the document in pidgin English, and I understood the two securities to assent to this. He stated that these two men were about to become securities for Fung-heen, about to be appointed compradore at Shanghai, and that they were becoming bound for his honesty, (this is what I recollect of what Lamond said in pidgin English) in the capacity in which he was going to be placed, viz: as compradore in the Li-joo Bank at Shanghai. The men assented to this and seemed to understand, as far I could see, the liability they took on themselves.

I am certain that I have given correctly the purport of what passed, if not the words. I witnessed the signature, the document was handed to Mr. Lamond then manager of the Oriental Bank Corporation in China. The document was forwarded to Shanghai, or rather a copy was. As accountant in China I saw the accounts of the Shanghai Branch and I know that after that A-heen acted as compradore to the Branch at Shanghai. He was not a compradore when the document was signed. When I arrived in November 1862 at Shanghai, A-heen was compradore. I took over the treasury on the 18th November from Mr. MacDoual. Mr. MacDoual called the compradore A-heen and asked for a statement of the cash—it was brought and checked by MacDoual who handed it to me, and here is the statement. I went into the treasury after MacDoual and counted the boxes with A-heen. (handed in marked B.) A-heen writes English. All the boxes that I could get at I opened and found them to contain 60 shoes each; the treasury was nearly full. I took a box as 3,230 to 3,240 taels Shanghai sycee. This was always one way of counting the treasure. The compradore bolted the door with a crank—he kept the crank constantly. The accountant had one key and I had the outer lock key. No two of the three could get in without the third. First thing I do is to unlock the outer lock in the morning, if any money is wanted the door is unlocked and the money taken out of the treasury, if the accountant was satisfied, he then authorised the compradore to take out the money. At the end of the day the compradore brings the vouchers to the men in charge of making up the cash book, the cash book is then written up from the vouchers. The compradore brings a statement of balance of the money that ought to be in the chests at the close of the day, and this is checked by the compradore with the cash balance which ought to be in treasury. The Compradore's duty is to bring any money that is over at the close of the day and place it in the treasury, this is the usual way and had been done so by A-heen. The general balance of cash is shewn to the manager every morning and is compared with the accounts. There is a record kept of the balance in a book, called the treasury balance book. It is part of the manager's ordinary duty to require a statement from the compradore constantly as to the balance in the treasury. I did this regularly once a month and usually during the month. He used to hand in similar documents to the one already handed in. I had in one dated 19th December 1863, to shew the form in which this is usually done. I received this on 19th December (marked C.) he handed this to me as a statement of the actual state of the treasury. When I got this statement, I went to the treasury and counted the number of boxes, being of dollars, and found them to agree with the number stated in the statement, the amount of money also agreed with the balance book. This one (C) is the last he handed in until the 28th December. There are some amounts (marked in pencil on the paper C) not held in bullion. I recollect the 28th December I gave orders to take out 150,000 taels. I gave orders to the accountant in general terms to have the treasury shroffed. The operation for the mail of the 26th December had lowered the cash balance in the treasury, that it could be easy to take stock. When part of the amount had been taken out, as I was passing the treasury, the compradore A-heen came and wanted to speak. I took him upstairs, as there were a number of people in the office, and he stated (exception taken but overruled by the Court) that he had taken from the treasury 38 boxes

(See Supplement.)

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INSURANCES.

COMMERCIAL UNION ASSURANCE COMPANY.

Marine Branch: 5 Royal Exchange Avenue, London.
Capital,... 2,500,000.

THE Undersigned having been appointed Agents for the *Marine Branch* of the above Company, are prepared to issue Policies at current rates of Premium.

GIBB LIVINGSTON & Co.
tf 258 Shanghai, 14th Oct., 1863.

NORTH-CHINA INSURANCE COMPANY.

THE undersigned, as Agents for the above Company, accept Risks on produce shipped from this Port to Shanghai, Amoy, Foochow, Swatow and Hongkong.

MAITLAND, BUSH & Co.
Hong name—Wha-hee.
tf 370 Newchwang, January 1864.

EAST INDIAN UNDERWRITERS ASSOCIATION.
HEAD OFFICE BOMBAY.

THE Undersigned having been appointed Agents at this Port for the above Association are prepared to accept risks at the rates and upon the terms and conditions current with the local Offices.

MAITLAND MACLEAN & Co.
5fc-65 359 Shanghai, Feb. 6th, 1864.

COLONIAL SEA AND FIRE INSURANCE COMPANY OF BATAVIA.

THE Undersigned having been appointed Agents at this Port for the above Company are prepared to grant Marine risks on the usual terms.

Policies payable in the principal ports of India and China.

BOURJAU, HUBENER & Co.
tf 123 Shanghai 14th May, 1863.

BATAVIA SEA AND FIRE INSURANCE COMPANY.

THE Undersigned having been appointed Agents of the above named Company are prepared to issue Policies of Insurance against Marine Risks to the Extent of Forty Five Thousand Mexican Dollars (Mex. $45,000.) payable in either London or Amsterdam or any of the principal ports in India and China.

HAGEMEYER & Co.
25jy-64 185 Hankow, 9th July, 1863

UNIVERSAL MARINE INSURANCE COMPANY LIMITED.

THE Undersigned having been appointed Agents at this Port for the above Company are prepared to grant Policies against Marine Risks at the Current Rates of Premium.

DOW & Co.
31de 324 Shanghai, 1st January, 1864.

PHŒNIX FIRE ASSURANCE COMPANY.
LONDON.
Established in 1782.
Trustees & Directors:

Decimus Burton, Esq.
Travers Buxton, Esq.
Octavius Edward Coope, Esq.
William Cotton, Esq.
John Davis, Esq.
George Arthur Feller, Esq.
Charles Emanuel Goodhart, Esq.
James Alexander Gordon, Esq.
Edward Hawkins, Jun., Esq.
Kirkman D. Hodgson, Esq., M.P.
William James Lancaster, Esq.
John Dorrien Magens, Esq.
John Timothy Oxley, Esq.
Benjamin Shaw, Esq.
Wm. James Thompson, Esq.
Henry Hyman Tulmin, Esq.
Matthew Whiting, Esq.

INSURANCES against Loss by Fire are effected by the Phœnix Company upon every description of Property, in every part of the World, on the most favorable Terms.

The promptitude and liberality with which its engagements are always met by this Company are well known, and the importance of its relations with the Public may be estimated from the fact that since its establishment it has paid more than *Eight Millions Sterling* in discharge of Claims for Losses by Fire.

The undersigned having been appointed agents of the above Company are prepared to insure Buildings, Merchandise, Goods, and Property against Fire for *large amounts*.

They are also authorized to insure Ships in the harbour against Fire, with or without cargo.

Claims will be paid either by the Agents here or the Company in London.

HUGHES, WILLGOES & Co.
26mn-65 387 Yokohama, 3rd Mar., 1864.

THE LANCASHIRE INSURANCE COMPANY.

THE Directors of the Lancashire Insurance Company have appointed Messrs. W. R. Adamson & Co. Agents for the Company at Shanghai.

By Order,
GEORGE STEWART,
General Manager.
tf 240 Manchester, July 1863.

"HAMBURG—BREMEN FIRE INSURANCE COMPANY."

THE undersigned having been appointed Agents in China for the above named Company are prepared to grant policies against fire at Shanghai to the extent of £10,000,—on one risk, as under:

1, On Buildings or on their contents.
2, On Ships, lying in port, or on their contents.

For further particulars apply to
Wm. PUSTAU & Co.,
Agents in Shanghai.
tf Shanghai, 1st December, 1858.

IMPERIAL FIRE INSURANCE COMPANY.

THE undersigned having been appointed Agents for the above named Company, at this Ports are prepared to grant Policies against Fire to the extent of £10,000 on Buildings or on Good stored therein.

GIBB, LIVINGSTON & Co.
tf Shanghai, 15th September, 1858.

INSURANCES.

The London Assurance,
INCORPORATED BY ROYAL CHARTER
OF
HIS MAJESTY KING GEORGE THE FIRST,
A.D. 1720.

HEAD OFFICE IN LONDON,
No. 7, Royal Exchange, Cornhill, E.C.

John Alexander Hankey, Esq.—*Governor*
Benjamy Dobree, Esq.—*Sub-Governor.*
Patrick F. Robertson, Esq.—*Deputy Governor.*

DIRECTORS.

Nathaniel Alexander, Esq.
John Alves Arbuthnot, Esq.
Richard Baggallay, Esq.
Henry Bonham Bax, Esq.
James Blyth Esq.
Edward Buds, Esq.
Charles Crawley, Esq.
Sir Frederick Currie, Bart.
F. G. Dalgety, Esq.
John Entwisle, Esq.
Robert Gillespie, Esq.
Harry George Gordon, Esq.
Edwin Gower, Esq.
Samuel Gregson, Esq., M.P.
A. C. Gutbrie, Esq.
Louis Huth, Esq.
Charles Lyall, Esq.
John Ord, Esq.
Capt. R. W. Pelly, R.N.
David Powell, Esq.
Alexander Prutzer, Esq.
William Bryce Watson, Esq.
Lestock Peach Wilson, Esq.
Secretary.
John Laurence, Esq.

The Corporation of the London Assurance have appointed Agents for the issue of Policies for Marine Assurance in India and China as under:—

Bombay.—Messrs. Ewart, Latham & Co.
Madras.—Messrs. Arbuthnot & Co.
Calcutta.—Messrs. Mackillop, Stewart & Co
Hongkong.—Messrs. Dent & Co.
Shanghai.—Messrs. Dent & Co.

The undersigned are prepared to issue Policies of the Corporation of the London Assurance as above, payable either here, in London, or at any of the above-named Agencies.

DENT & Co.,
Agents.
4jy 404 Shanghai, 6th April, 1864.

"OCEAN" MARINE INSURANCE COMPANY OF ROTTERDAM.

THE Undersigned having been appointed Agents at this Port for the above Company, are prepared to grant Risks on the usual terms.

TRAUTMANN & Co
20ju-64 157 Shanghai, 19th June, 1863

AUSTRALIAN FIRE, LIFE, AND MARINE INSURANCE COMPANY.
(Liability Limited.)
MARINE DEPARTMENT.

THE Undersigned having been appointed Agents in Shanghai for this Company, are now prepared to issue Policies on Marine Risks only, on the usual terms.

Losses can be made payable in Shanghai, Hongkong, Calcutta, Melbourne, or London

AUGUSTINE HEARD & Co.
tf 308 Shanghai, 4th December, 1863

Queen Insurance Company
OF LIVERPOOL AND LONDON,
THE COMMERCIAL UNION ASSURANCE COMPANY OF LONDON

BY an arrangement entered into between the Directors of the above Companies the undersigned are empowered to accept risks against *Fire*, to the extent of £10,000 on any one Building or on its contents. The amount of such Insurances will be divided equally between the two offices and separate Policies will be issued to the Assurers.

It is believed that this arrangement (which offers to Assurers the security of the *two wealthy proprietaries*, without entailing on them any extra trouble or expense) will be found peculiarly advantageous.

BLAIN, TATE & Co.,
Agents "Queen Insurance Company"
Agents "The Commercial Union Assurance Company."
27ju-64 122 Shanghai, 15th May, 1863.

PHŒNIX FIRE INSURANCE COMPANY.

THE Undersigned are now prepared to grant Policies in this Office on the usual terms and conditions to the extent of Shanghai Taels 15,000 on the contents of any one building, situated on the British Concession at Tientsin.

SMITH, KENNEDY & Co.
tf Shanghai, 25th August, 1863.

THE NORTHERN ASSURANCE COMPANY.
Capital £1,250,760 Stg.

THE Undersigned, Agents for the above Company, are prepared to grant Insurances against fire to the extent of £10,000 Stg. on any one Building, or on its contents.

For Terms, &c., apply to
TURNER & Co.
tf Shanghai, 3d February, 1862.

NORTHERN ASSURANCE COMPANY.

THE Undersigned have been authorised to Grant Policies against Fire on buildings owned by Europeans and in the occupation of Chinese, provided such buildings are of first class construction and situate in the Foreign Settlement.

TURNER & Co.
tf Shanghai, 9th April, 1862.

THE LONDON AND PROVINCIAL MARINE INSURANCE COMPANY.

THE Undersigned having been appointed Agents at this port for the above Company are prepared to grant Policy by first-class vessels from Shanghai to any Port or Ports in the United Kingdom, also by steamers to Ports on the coast of China, India, Australia, and Europe. Payable in London.

ROTHWELL, LOVE & Co.
tf 53 Shanghai, 26th August, 1862

INSURANCES.

NORTH CHINA INSURANCE COMPANY.

NOTICE is hereby given that Mr. John Stewart Mackintosh has been appointed Secretary to the Company, and is authorized to sign policies and to transact the general business of the Company.

Mr. Wm. Lemann will cease from this date to act as Secretary.

It is particularly requested that all communications be addressed to the Company's Office next to the Commercial Bank, with the Chinese Stamp "Pan-ka" and not to Messrs. Gilman & Co.'s "Taiping." Firms or persons not having the "Pan-ka" Stamp will be supplied on application to the Secretary. By order of the Directors,

W. LEMANN,
Secretary pro. tem.
tf 422 Shanghai, 25th April, 1864.

NOTICE.
Batavia Sea and Fire Insurance Company.

THE Undersigned having been appointed Agents in China for the above-named Insurance Company, are now prepared to issue Policies against Marine Risks upon the usual terms, to the extent of Mexican $17,000 by Sailing Ship, and Mexican $90,000 by Steamer.

WM. PUSTAU & Co.
22oc-64 Shanghai, 18th April, 1862.

YANGTSZE INSURANCE ASSOCIATION

THE Undersigned, having been chosen Secretaries and Agents of this Association are prepared to issue Policies upon marine risks at current rates of premium.

Policies can be made payable in London, New York, Bombay, Calcutta, Singapore, Hongkong, Fuchau and Shanghai.

In addition to the usual brokerage, this Association returns to the assured at each year, at the close of each current year, fifteen per cent of the profits of the Company for that year, divided *pro rata* to the amount of premiums paid by each Police holder.

RUSSELL & Co.,
Secretaries.
tf Shanghai November 1st 1862.

QUEEN INSURANCE COMPANY OF LIVERPOOL.

THE Undersigned have been appointed Agents in Shanghai for the above Company and are prepared to grant Policies against Fire, as follows—

On private Dwelling Houses of the best description, detached and in the occupation of Foreigners, at the rate of ¾ *per cent per annum.*

On Furniture and Stores in the above, 1 *per cent per annum.*

On first-class detached Godowns, ¾ *per cent per annum.*

On second-class Godowns 1 *per cent per annum.*

On Merchandize in Godowns, 1 *per cent per annum*; ¼ *per cent for 3 months*, and ½ *per cent for 6 months.*

Policies will be granted to the extent of £10,000 on any one Building or on its contents.

No Insurance will be considered in force until the premium be paid.

Considerable advantages are offered by this Company to those effecting Insurance for a longer period than one year.

Forms of Proposals and all requisite information can be obtained at the Offices of the Undersigned.

BLAIN, TATE & Co.
tf Shanghai, 1st July, 1863.

PHŒNIX FIRE INSURANCE COMPANY.

THE undersigned are prepared to grant Policies in this Office on the usual terms and conditions to the extent of £10,000, on any one building with its contents, or to the extent of £30,000 on three or more separate buildings in the same occupancy.

SMITH, KENNEDY & Co.
tf Shanghai, 25th February, 1859.

ANZEIGE.

WECHSEL auf die *Nord Deutsche Bank* und auf die *Vereins Bank* in Hamburg in beliebigen Sichten und Summen sind zu haben bei.

Wm. PUSTAU & Co.
2jy 396 Shanghai, 2nd April, 1864.

NORTH BRITISH AND MERCANTILE INSURANCE COMPANY INCORPORATED BY ROYAL CHARTER AND ACT OF PARLIAMENT.
Established 1809.
Capital £2,000,000.

THE Undersigned have been appointed Agents at this Port, Kiukiang, and Hankow for the above Company, and are prepared to accept risks against Fire at each place, on the customary conditions.

For further particulars apply to
GILMAN & Co.
tf 417 Shanghai, 23rd April, 1864.

MANCHESTER FIRE ASSURANCE COMPANY.
Or Manchester and London.
Capital One Million Sterling.

THE Directors have the pleasure to announce the appointment of Messrs. Holliday, Wise & Co. as Agents for this Company at Hongkong, Shanghai, Canton, Hankow, and Foochow; who are prepared to grant Insurance at current rates, and of whom all needful information may be obtained.

By order of the Board,
JAS. B. NORTHCOTT,
Secretary.
tf 319 Shanghai, 24th Dec., 1864.

BOMBAY ROYAL INSURANCE COMPANY.

THE undersigned having been appointed *Agents* at this Port for the above Company are prepared to grant Policies against Marine Risks on the usual terms and conditions.

DAVID SASSOON SONS & Co.
tf 170 Shanghai, 29th June, 1863

NETHERLANDS INDIAN MARINE AND FIRE INSURANCE COMPANY OF BATAVIA.

THE undersigned having been appointed Agents for the Company in China, are prepared to grant Insurance on Ordinary Marine Risks to Europe, United States, India, the Straits, Java, or the Colonies, at the Rates of Premium current with the Local Offices. *Policies payable in* London, Hongkong, Singapore, Penang, and Batavia.

TURNER & Co.
tf Shanghai, 19th February, 1857

FOR SALE.

FOR SALE.

SHERRY Yusi's in 2 & 3 doz. cases, Tls. 8 p. dozt
Port, „ „ „ „ „ 8 „
Champagne, in 1 „ „ „ 12 „
Claret, (Barton & Guestier's)
St. Julien, in 1-doz. cases, „ 8 „
Medoc, 1 „ „ „ 5 „
Cognac Brandy, 1 „ „ „ 10 „
do. do. 1 „ „ „ 6 „
India Pale Ale, 4 „ casks „ 2 „

CHAPMAN, KING & Co.
tf 223 Shanghai, 12th September, 1863.

FOR SALE.

TWO Steam Propeller Boats, best adapted for Shanghai of any yet built. They are 160 Tons each, with low pressure Engines, double Propellers; each propeller being worked by separate Engines. Cylinders 22 inches in diameter. Price of each, deliverable in China, Tls. 80,000.

The Undersigned will execute any orders connected with steam boat building, that may be addressed to him.

Capt. DANIEL CAVANAGH,
East Lexington, Massachusetts.
6aug 428 May 7th, 1864.

FOR SALE.

GIESLER'S Creaming Champagne.
Port, Sherry, &c., &c.
SMITH, KENNEDY & Co.
tf Shanghai, 16th September, 1859.

WORKS ON SALE.
At the Presbyterian Mission Press.

BROWN'S Colloquial Japanese or Conversational sentences in English and Japanese, ...$6.00.
Martin's Analytical Reader, a Short Method for Learning the Chinese written Language, ...$4.00.
Edkins' Mandarin Grammar—a Grammar of the Chinese Colloquial Language commonly called the Mandarin Dialect, ...$5.00
Culbertson's China or Darkness in the Flowery Land, ...$1.00.
Hernisz's Guide to Conversation in the English and Chinese Languages,.....$3.00.
Macgowan's Phrases in the Shanghai Dialect, ...$5.00.
27ju-64 163 Shanghai, 27th June, 1863.

HOUSES & LAND.

FOR SALE OR LEASE.

THE Store at present occupied by Messrs. Hall & Holtz, possession may be had on the 1st January, 1865. For further particulars enquire of Messrs. BOURJAU, HUBENER & Co., Shanghai.
tf 431 14th May, 1864.

MISCELLANEOUS.

HOMŒOPATHIC Practitioners, and the Medical Profession generally, recommend Cocoa as being the most healthful of all beverages. When the doctrine of Homœopathy was first introduced into this country, there were to be obtained no preparations of Cocoa either attractive to the taste or acceptable to the stomach; the nut was either supplied in its crude state, or so unskilfully manufactured as to obtain little notice.

J. Epps, of London, Homœopathic chemist, was induced in the year 1839, to turn his attention to this subject, and at length succeeded, with the assistance of elaborate machinery, in being the first to produce an article *pure* in its composition, and so refined by the perfect trituration it receives in the process it passes through, as to be acceptable to the delicate stomach, and a most desirable breakfast beverage. For General use

EPPS'S COCOA

is distinguished as being
INVIGORATING, GRATEFUL,
and possessing a most
DELICIOUS AROMA;
And to these qualities it is indebted for the adoption it now obtains as a

BREAKFAST BEVERAGE.

Three teaspoonfuls of the Powder in a breakfast cup, filled up with *boiling* milk or water, stirring meanwhile. Sold in tin lined ¼-lb., ½-lb., and 1-lb. packets.

Each packet is labelled thus:—"J. Epps, Homœopathic Chemist, 112, Great Russell Street; 170, Piccadilly; and 48, Threadneedle Street. Manufactory—Epps's Steam Cocoa Mills, Euston Road, London.

28jy 353

SAUCE.—LEA AND PERRINS' WORCESTERSHIRE SAUCE.
PRONOUNCED
BY
CONNOISSEURS
TO BE THE
ONLY GOOD SAUCE AND APPLICABLE
TO
Every Variety of
DISH.

Extract of a Letter from a medical gentleman at Madras to his brother at Worcester, May, 1851

"Tell Lea and Perrins that their Sauce is highly esteemed in India, and is, in my opinion, the most palatable as well as the most wholesome sauce that is made."

CAUTION.

LEA AND PERRINS

Beg to caution the public against spurious imitations of their celebrated

WORCESTERSHIRE SAUCE.

L. & P. have discovered that several of the Foreign Markets have been supplied with Spurious Imitations, the labels closely resembling those of the genuine Sauce, and in one or more instances the name of L. and P. *forged.*

L. and P. will proceed against any one who may manufacture or vend such imitations, and have instructed their correspondents in the various ports of the world, to advise them of any infringement of their rights.

ASK FOR LEA AND PERRINS' SAUCE.

Sold Wholesale and for Export, by the Proprietors, Worcester; Messrs. Crosse & Blackwell; Messrs. Barclay and Sons, London; &c., &c.; and by Grocers and Oilmen universally.
31de 318 Dec. 24, 1863.

MISCELLANEOUS.

PICKLES, SAUCES, JAMS, &c.,
Free from Adulteration,
Manufactured by
Crosse and Blackwell,
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GENERAL STORE-KEEPERS, WINE AND SPIRIT MERCHANTS,
SHANGHAI.
Yang-king-pang, Corner of Rue Montauban.
tf Shanghai, 4th April, 1862.

[*Edited by* R. ALEXANDER JAMIESON
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of sycee. I asked him if he had any idea of the amount this represented—he said, yes 125 to 135 thousand taels; I asked him to get the exact amount and he said he would on reference to his books.—I sent him down to make out a statement of the cash. He did so that afternoon, (28th December) it was a statement of what then ought to be, and what was short. This shews a deficit of 129,748.2. Shanghai taels and 3,929.7s. dollars (in 8 pieces). I sent for the accountant Mr. Ricard and told him about this, and when the compradore brought up the statement he handed it to both of us, and when I asked him if he was sure of this, he said yes, I have taken 129,000 taels and 4,000 dollars. (Exception taken but overruled by the court.) He told me that he had taken out the treasure from time to time as opportunity occurred when there was pressure of business. The only immediate steps I would take was to go to the treasury, where I found 35 or 38 boxes empty, which ought to have contained sycee. 8 of these boxes contained copper cash—but the rest were empty but were all lidded as usual and piled up. As soon as I had shroffs I made a more careful inspection. The compradore's key was given to the 2nd compradore and Mr. Recard and myself retained our keys. The examination, when I got shroffs, was carried on with closed doors in a room adjacent to the treasury. The result was a deficiency of 129,356 1.2 taels ascertained on the 16th January, 1864. This made a difference of 2,370 taels on the former account of the 28th December. This dificiency was in no way authorised or in any way incurred by my authority, I was in no way party to it, I did not know of it, I hand in (C)—a statement of the actual state of the Treasury on the 16th January, on which date the examination ended. I gave information on the 4th January to Mr. Markham, stating that the compradore was a defaulter for a considerable amount, and asked him what step he thought I ought to take. On the 4th January the same day, A-heen absconded between 12 and ½ past 1. I next saw him on the night of the 6th, he came back to the bank, and said he was not safe out of the bank. He stayed there all night. Next day I reported this to the Consul, who sent a constable for him, since then he has been kept in custody. I have received back about 63,000 taels—part in money, part in land, according to valuation of the compradore. The documents were [illegible] by the compradore to me, to send to the Consul, to get the Toutai's seal on them. The balance left is Tls. 68,232 for which the bank holds no security. I hold A-heen responsible up to the 4th January. On the 28th December he was compradore in [illegible] branch of the bank, with a [illegible] a month which was [illegible] duties were [illegible] compradores of [illegible] as far I am aware of. The [illegible] performs exactly the same [illegible] whatever was [illegible] 28th December, [illegible] I still [illegible] him as compradore until [illegible] on the 4th January. The bank is incorporated by Charter. I have not brought a copy of it. We have none at Shanghai. I don't recollect whether it provides for keeping of accounts. On 28th December he gave me a statement of assets, they amounted to [illegible] taels. With regard to portion of money received for the Bank, it was not from the statement of A-heen, but from the steps taken by one of the securities of A-heen, who came from Hongkong for the purpose. I have never applied to A-heen for the payment of this amount. He applied between the 28th December and 2nd January to give him time to repay it; this I refused to do. I have never relieved him from any obligation he might be under to the Bank, so that anything he gave was in reduction of the debt and not in extinguishment of it.

Cross-examined by MR. COOPER:—I was sent from Hongkong by the inspector to conduct the business of the Shanghai Branch. I considered that I understood my duty as acting manager. I was sent from Hongkong as acting manager. I gave no security when I entered the Bank; I had a guarantee by a mutul guarantee society. I took my duties from my predecessors Mr. Lamond and Mr MacDonall, their custom was to inspect the treasure monthly at their discretion. I should think it *not* necessary to inspect the silver in the boxes. It is the accountant's duty to see the treasure taken in and taken out. It would be impossible for me to see it done myself. I am not always in the bank when money is taken out. The accountant's duties are to give out and take in treasure. He locks the treasury after having taken out any money. There is no particular rule to that effect; it is the usual custom I believe. The compradore's duties are to receive and pay monies, and to do generally what he is told. It is not his duty to keep books by the bank. He is required to give an account of the money when called on to do so. He was not required by me to keep any accounts—there were books kept in the compradore's department. I cannot tell what books the compradore kept at the bank. I cannot read Chinese and so cannot say what the books contained. There is a cash book kept, founded on the vouchers. The accountant keeps it and he gets his information from various people; it his duty to compare the daily balance with the compradore. The compradore kept some books, I don't know what. It is the duty of the compradore to keep an account of what money goes out or comes into the bank. He is called upon every night to give the result of the day's operations. That result is given to Mr. Ricard or any one who is making up the cash book. I used to turn my key in the treasury every morning. I did not necessarily go again to the treasury during the day. Accountant's duty is to see money taken out of the treasury and then to see the treasury closed. The treasury is about 12 feet by 10, I cannot say exactly. That treasury contained all the Bank's money at this time. There was no reserved treasury. Compradore, one shroff and any number of coolies that may be required to take out the boxes, go in. A-heen had an assitant; the shroffs are selected by him and paid by the Bank. There are no Europeans in the treasury as a rule. It is the duty of the accountant to see the treasury closed. The treasury to my knowledge has never been left open for the whole day. The object of the monthly inspection is to certify to the correctness of the monthly returns. I never inspect the contents of every box. I don't know that my predecessors had done this. I felt certain the money was there, and so certified to the amounts. The treasury account was kept as far as I understood by the accountant, giving out what was required during the day. The balance of one day on being ascertained was carried on to next day, and the balance as found by the compradore, checked by the vouchers, was carried forward. I understood that certain books I was shewn gave particulars of what was paid out or what was paid in. I know nothing of the entries in Chinese books, or act upon them. There is simply a comparison of balance between the accountant and compradore. I keep a cash account shewing how the treasury stands from day to day. I get the cash account from the day book. I know that it is not the practice for Bank managers to look at the boxes of silver. The Chartered Mercantile Bank and Commercial Bank don't do so. I don't know how the Chartered Mercantile Bank carry on the working of their treasury—in mine, it was too small to be able to view it all easily. No representation of any kind as to the treasury was made to the securities. No such words were used as to the sureties being security for the whole amount at any time in the treasury. No such enormous fraud could have been contemplated. Three keys were for the protection of the bank and all others. I can't tell how the fraud has been committed. There was only the accountant's check. No special line of inspection is laid down for me. I satisfied myself that all was right by looking at the contents of such boxes as could be seen. It was impossible for me to examine the treasury once a month; we had not men to do it with, whilst carrying on the routine work. I did not know of the defalcation before the 28th December; that was the first I heard of it. I took no immediate action, as I did not know how the matter really stood. On the 28th December I heard of certain transactions of the compradore, that induced me to think of inspecting the treasury. (While you were manager at the Oriental Bank Corporation at Shanghai did you buy a large quantity of cotton?—I brought cotton, but not as manager of the Bank.) A-heen bought for me. I had no joint transactions with A-heen as to the purchase of copper and sale of opium. I had no joint transactions with A-heen. I have had my private compradore's account books in Chinese. A-heen has been ordered to do so. I cannot say if he has transacted from 3 to 5 millions of dollars per annum. I cannot swear to this. Banks pay to brokers ½ per cent on sales. [illegible] A-heen no remuneration for this. [illegible] tell A-heen when he was in Hankow that he would be engaged [illegible] dollars. I don't know [illegible] aware of this. A-heen [illegible] of dollars on one [illegible] on my own private account. I [illegible] of them. It was not [illegible] account. I did not hear the reason [illegible] this defalcation. I never had a joint account with A-heen. I don't know if there is any entry in my books about [illegible] or opium. I first notified the sureties on the 5th January I believe. I furnished particulars of the claim in February, I have not had direct communication with the sureties, that is I myself. I laid no official plaint against A-heen. I don't remember if Sir H. Parkes wrote and told me that he would have nothing more to do with A-heen. I had instituted no civil suit against A-heen, or criminal one either. I requested to have A-heen kept in the consulate jail, instead of being sent to the Chinese authorities. I never informed the securities of what I was doing. I believe I gave some papers to Mr. Mayers, purporting to be A-heen's account of his assets. I cannot remember exactly about this paper. Some I have realized, some I have not. The statement in Mr. Cooper's hands is what A-heen stated. I cannot vouch for its correctness. I have not sold the Maloo ground. I don't agree to take these assets at the valuation marked in the list (f). I cannot explain the difference between embezzling and abstraction mentioned in the particulars of demand furnished by me. It was prepared by Mr. Pollard. I cannot point out one instance in which A-heen embezzled money before it reached the treasury. A-heen confesed he had taken money and I saw the empty boxes. I cannot say when the security was signed, whether the bank had resolved to appoint A-heen. I saw him afterwards acting as compradore. I don't know who wrote the original security, or when it was written. I saw it signed. I don't know whether it was prepared at the bank in Hongkong. The chop was not read out in Chinese. Mr. Lamond mentioned its signification to them then. It is usual to see what you are taking before accepting securities. I know nothing that would lead me to imagine that the securities meant otherwise than Lamond had mentioned. Nothing was said as far as I know, about A-heen having assistance. His assistants are paid some 10 and some 15 taels a month. The 1st payment was made between 28th December and 16th January. I got a title deed for land before A-heen went to prison in December. I wrote to Hongkong about the losses of the Bank. The answer I object to produce (by advice of my adviser.) An Inspector has been sent out from home to examine into these losses. I have given no security for these losses to the Bank. The Bank never required me to do so. It has not been intimated to me that the Bank would hold me responsible. I am still in the Bank. The Inspector is now at Shanghai.

Re-examined by E. POLLARD. The lowest book in the Bank is the English cash book. I recognise no Chinese account books. It is the compradore's duty to receive and pay all monies, and when he states that he has received or paid any, it is looked on as a fact. The compradore is placed to assist the accountant in handling money. The amount is settled by the compradore's report of what it is. In speaking of the accountant's duty I mentioned my opinion. I dont know if he has received any instructions on the subject. No sum was mentioned for which the two securities were responsible. The compradore never bought or sold dollars without special instruction, and he was never paid for it. I don't know about other banks, but I have heard that it is the custom to buy and sell dollars in this manner. As to the Hongkong compradore, I cannot say if he goes out to buy dollars or not. The bank always paid for their transactions. When I saw the empty boxes, they were piled up in a corner of the treasury, scarcely even touched; they looked like full boxes in every respect.

E. O. H. POLLARD, being duly sworn to speak the truth, states:—I was called on by the manager of the Oriental Bank, to have communication professionally with Wye-kee. I had such communication. (Exception taken, overruled by the Court). I shewed him the security chop on which we sue. I asked him if he knew of the defalcation of the compradore at Shanghai; he said yes, he knew that he was short in his cash, and that he had lost a good deal of money in cotton contract that A-heen had promised Yen-cheong and him when they agreed to become his securities, to let them know all his operations and dealings, but that he had concealed the losing speculation from their knowledge. I asked him if he knew that he was responsible, he said yes, that he and Yen-cheong must make it good. Still in course of my professional duty I had another interview with Wye-kee, a brother of A-heen, compradore to John Bird & Co., Hong-que. Wye-kee gave up the value of certain property belonging to A-heen in the Kwang-tung province, and took part in negotiation which resulted in A-heen's brother paying up $15,000 as the value of this property. I also requested Mr. Lamond to send up his Hongkong compradore to Shanghai, to get in and realise as much as possible of A-heen's property, in order to lessen the liabilities of the sureties. I saw the compradore start from the Bank and was told that he had gone to Shanghai. Wye-kee said that when this man came back that they could be settled. On last Saturday evening, A-heen came back to the Bank in custody, and then admitted to me in words that he had taken this money from the Bank.

Cross examined by MR. COOPER.—I can't mention exactly the date of the conversation. I had heard that the compradore had availed himself of his position and had abstracted money. I did not recommend the securities to get professional aid. I can't say if the money was abstracted or embezzled. I did not know when I spoke with Wy-kee. I proposed to Mr. Cooper, that if he would get good sureties for the amount, I would accept them less 150 taels. Mr. Cooper said that for the interest of both parties it was better to have securities.

JAMES G. RICARD, being duly sworn to speak the truth, states: I am accountant in the Oriental Bank at Shanghai. I recollect the 25th December last. I was present with Mr. Webster when the compradore handed in the statement (D). The compradore admitted that he was short. I think he used the word *short*, he left the impression on me that he had taken the money from the treasury. I afterwards took part in the inspection, and found the state of the treasury agree almost entirely with the compradore's statement. The cash book is kept by the Assistant Accountant. The compradore settled every night with the Assistant Accountant. The cash book is the lowest book. The balance shewn in that book is the same as shewn in the treasury account book. I have been accountant for a year. When money is wanted the compradore comes to me, and I enquire into it and hand out the 10 or 20 boxes he wants. I always stood by while he took it out. In taking in the money I counted the boxes and I estimated roughly. At the closing of the day I stand and see the boxes put into the treasury. The boxes are laid out on the floor and I look at them and see that the silver is there. I have done this truly since I have been at the bank. When I have seen the silver the lids are put on again and the boxes are put in the treasury. I sometimes can't see all the boxes lying on the floor, but to the best of my ability, I saw every box that went in or came out of the treasury. There is a custom of checking the treasury once or twice a month, sometimes with the manager.

Cross examined by MR. COOPER.—There are 7 China clerks in the treasury. Compradore's duty is to put the sycee in the treasury. I believe he takes an account of the shoes, marks, numbers, &c. Mistakes may have been made occasionally in the touch and weight. I am present when the silver is put in the treasury, I keep a key. The compradore could not get in without me or Mr Webster. I lock the treasury when the money is put in. If any is taken out the door is locked immediately after it is taken out. I can tell by what is taken in and what is taken out what is in the treasury, not exactly, as some boxes vary, but approximately. I don't remember any of the boxes having been broken open in December last, I was not in Shanghai till after Mr Webster took charge. I can't account for the defalcation at all, Mr Webster took the accounts every month. Last December we found a number of boxes empty. I don't know how this was, they may have been placed there before I came. Monthly account is taken to satisfy the manager and people at home that the accounts are right. It was impossible to see some of the boxes, we believed the boxes contained sycee. I don't remember a thorough examination till the 28th December. It would have taken two days to take all the money out and put it back again. The accounts are balanced on the supposition that the money is right and from personal inspection; subordinates must be trusted in a certain measure. We examine to the best of our ability generally the upper tiers of boxes.' A-heen went into the treasury in my presence, I never left him alone there. I never left A-heen in charge of the treasury. 30 or 40 boxes could not have been abstracted. Mr. Pollard here produced a portion of a letter from Johnstone Smith, detailing the proceedings at the consulate of Hankow and closed his case.

Defendants object that plaintiffs' case is not proved; that the abstraction, if any, took place from time to time as opportunity offered, which could not, according to the plaintiffs' witnesses, have happened in 1862 and 1863 or subsequent to the guarantee.

Court adjourned to Monday, the 16th instant.

16th May.

MR. COOPER addressed the Court for defendants to the following effect.

1st.—The guarantee until accepted was only a proposal (2 Pitman Principal and surety 29 and 31.)

2nd.—Yeng-Cheong could not sue the Bank upon it, because they have never accepted it under seal (*Smut vs. London Dock Co.* cited in Roscoe on Evidce. page 726.)

3rd.—Guarantees must be construed strictly; surety is always protected from liability beyond the fair import of the actual words of his agreement (Pitman 34, 36, and 37. Parsons on contracts 503 and 507.—26 Law Journal Exchequer page 116—27. L. I. Queen's Bench 476, 477. Chitty on contracts pp. 464, 471.) The document in this case is *at most* an undertaking against loss to the Bank through fault or error in keeping the Treasury account. Neither party ever contemplated that the sureties were to be under responsibility for the Bank Treasure deposits, &c. The compradore was not and could not be intrusted with the keeping of the Treasury in the course of his duty. This agreement is so loosely worded that the sureties would not be held liable even if the compradore had embezzled moneys passing through his hands in course of business because *faults or errors*, do not in the English language include *crimes* or *criminal offences*.

4th.—If this paper or guarantee was intended on the part of the Bank to include and cover the custody and security of the whole of their deposits in the bank treasury from time to time, the sureties are not liable, because this was never communicated to them at the time or afterwards. (Tudors leading cases in Equity. pages 819 and 821—Harrisons Digest p. 3.485—Pitman page 215); moreover in this case the Bank did not follow the dictates of ordinary prudence in keeping a *reserve Treasury*.

5th.—Then the guarantee here, whatever its worth could be considered, has become void by departure from the terms of it, for the slightest alteration in the duties to be performed discharges the sureties; they are entitled to have the agreement performed in the most perfect good faith (Tudor L. cases pa. 828—Harrisons Digest pa. 3,484 and 3,487. Pitman 208 and 209. Parsons 535 and note—27 Law J. Q. B. 129.—And the case of *Pybus vs. Gibb* 26 Law J. Q. B. pa. 41, where the sureties were discharged for far less than exists in this case.) Here A-heen was employed as broker for the Bank, his duties became those of principal and agent, as well as of master and servant. He was allowed control of the treasury ad lib., and had speculations with the Manager. If he had not been employed by the bank in purchasing and disposing of dollars he would not have fallen into temptation to make *time bargains*, and taking the circumstances altogether, the sureties' reasonable ground of reliance upon the proper relation, as between master and servant, was entirely set aside by the bank.

6th.—The loss in this case was in fact a robbery of the treasury from time to timee not the appropriation or embezzlement od moneys passing through his hands in th,e course of his duties. It was the result of thf, most gross negligence on the part of the banke and but for this no loss could possibly have happened. There were 3 locks and 3 keys, all different, and unless there was negligence, or all three parties conspired to rob the treasury it could not happen. The treasure should be *seen* when put in and when taken out, and the cash account examined and compared daily. This was the proper and regular course of business, but never followed during 1862and1863. In these circumstances the sureties were exonerated and completely absolved from all liability (vide judgt. by Vice Chancellor Wood in *Dawson and Lawes* 23 Law J. 441, where sureties were discharged through gross negligence.)

7th.—Then again all ground of claim or any right of action in this case is lost by the fact of the bank having in the exercise of its discretion, violated the agreement of guarantee which expressly provides that *they* are responsible for any faults or errors in keeping the accounts. Here the bank has thrown A-heen into prison, destroyed his credit, taken and used as it thought best the whole of his property, without even consulting the surety, and in truth they have deprived Yeng-Cheong of the only ground reserved for the securities' protection. They might have made arrangements before A-heen's credit was ruined, but now he is left without a friend and his property taken away. (Vide Tudors L. C. pa. 820 and 821.)

RICHARD H. CHAMBERS stated. I recollect coming down to this Consulate with Yeng Cheong. He did not state he acknowledged his liability as mentioned by Mr. Smith. What he stated to the Consul under my advice was that he would not acknowledge his responsibility before hearing more about the case from Shanghai. I had written myself for Yeng Cheong to Hongkong at this time, with a view to resist this claim if the facts were what I had heard. I did this for the protection of my servant, as I felt dissatisfied at what I had heard.

Mr. Pollard replied.

The Court delivered the following judgment:—

"That the guarantee is binding on the defendants and that they pay to plaintiffs the sum of 68,232 taels. Each party to pay their own costs.

THE FRENCH POLICE.

To the Editor of the
NORTH-CHINA DAILY NEWS.

SIR,—I have read with interest the articles with reference to the French Police, which have latecy appeared in your paper, and though not particularly desirous of "throwing stones into glass houses," I cannot refrain from stating some facts with reference to the French Police and the Municipal Council which employs them, which may possibly afford some light "to those desirous of studying the economy of their institutions."

In my occasional walks about the settlement, several cases have come under my personal observation which are by no means creditable to the French Police, and which I have reason to believe are not singular or exceptional.

1st case. I found one day an excited crowd on one of the jetties of the French Concession, and on enquiring into the cause of the excitement, learned that a French Policeman had dealt a Chinaman a heavy blow with his club, which knocked the poor fellow into the water where he sank, and about half an hour afterwards the body was found with life extinct

2nd case. In walking under the City wall, not long since, I saw a boy being carried on a litter, covered with blood and apparently dead, who, I was informed by those carrying him, had been thus cruelly bruised and beaten by the club of a French Policeman.

3rd case. In walking along the French bund, I saw a coolee trying to escape from a Policeman, who appeared to be trying to press him into some work on the road. After a short run for it he was caught, and terribly beaten about the head and back.

4th case. I saw two chair coolies who happened to get on the side walk of the French bund, when a policeman coming up ordered them off, and instantly drawing the whip on the end of his club over the foremost man's face, cut him severely.

I might mention other similar cases of violence and injustice, that have come under my observation, but these will suffice as examples.

But we are told by your correspondent, who styles himself "An Englishman," that the Chinese may readily obtain satisfaction for this and other like abuses, by appealing to the French Municipal Council, which has adopted the excellent plan of putting up Notices in Chinese to the effect "that a deaf ear will never be turned by any member of the Council, no matter at what time, to complaints of natives against the illegal acts of the Police."

Now a few considerations will show how little effect such a notice can have on the mind of a Chinaman who knows as well as any one that actions speak louder than words. Their connexion with the French Municipal Council in late years has not been such as to inspire them with confidence in that body, which they dread more than they do the policemen themselves. It is well known by Chinamen, to their cost, that a large portion of the so-called French Concession was wrested from the original owners for a tithe of its real value, indeed, in some cases, they received for the first year's rental, in advance, a sum equal to what they allowed the Chinese for the rent altogether. Whenever a piece of land is wanted by this Municipal Council, the argument used with the Chinese is simply that used by the highwayman—necessity. What a farce, under such circumstances, to talk to the Chinese about the justice and integrity of the Municipal Council and to assure them "that a deaf ear will never be turned by any member of the Council, no matter at what time, to complaints of natives against illegal acts of the police."

Nor are the Chinese the only ones who have occasion to complain of the forcible seizure and appropriation of their property by the French Municipal Council. Besides many other cases which might be mentioned, it is well known that one of the French Police stations now stands on ground owned by a Protestant Missionary Society. This ground has been forcibly seized and made use of by them simply because they wanted it, and only deaf ears have been turned to the protests of the real owners of the property who, as yet, I understand have not been able to obtain any redress.

In view of these facts it will appear that the conduct of the French police, though highly reprehensible, is not to be compared to that of the Municipal Council itself; and that the tact and economy displayed in the carrying on of the operations of the Concession, are not to be compared with that exhibited in the acquisition of it.

Your obedient servant,
ANOTHER ENGLISHMAN.

ADVERTISEMENTS.

NOTICE.

MESSRS. JOHN PENN & SON of Greenwich the principal manufacturers of Marine Engines to the British & Foreign Governments, having appointed me their Agent in Shanghai, I am prepared to receive orders for the supply of Engines from that eminent firm delivered in the docks ready for shipment. Messrs. PENN & SON will also undertake to supply Ships and Engines complete, the former to be constructed at one of the first Ship Building yards on the Thames

GEORGE WHITFIELD.

Full particulars can be obtained at the office of Messrs. WHITFIELD & KINGSMILL, Yen-kun

tf 33 Shanghai, 23rd January, 1863

IRON GODOWNS, MACHINERY, AND IRON WORK OF ALL DESCRIPTIONS.

THE Undersigned have made arrangements for the execution in England of all work of the above description under superintendence of an experienced Civil Engineer.

WHITFIELD & KINGSMILL.

tf 322 Shanghai, 2nd January, 1864.

NOTICE.

THE Undersigned, having been assured of the support of the Imperial and Consular Authorities, give notice that they do not hold the interests they represent responsible for any damage done by their steamers to vessels lying in the fair way, as denned by the Harbour Master, or within the berth at their buoys

RUSSELL & Co.

tf 209 Shanghai, August 28th, 1863.

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ADVERTISEMENTS.

OSTEO[illegible]IDON.

PATENT, MARCH 1st, 1862.

MESSRS. GABRIEL'S Invention for supplying Artificial Mineral Teeth, with soft flexible gums, entirely dispensing with the use of springs, wires, or metalic fastenings and especially adapted for warm climates.

MESSRS. GABRIEL,

THE OLD ESTABLISHED

DENTISTS,

Diploma 1815.

27, HARLEY STREET, CAVENDISH SQUARE, and

34, LUDGATE HILL (over BENSON'S) LONDON:

LIVERPOOL: 134, DUKE STREET.

BIRMINGHAM: 65, NEW STREET.

Parties at the extremity of the globe, by forwarding particulars as to the condition of their mouths, with an enclosure of One Guinea, will receive by return that which will enable them to take an impression of the mouth, so as to enable Messrs. G. to forward either a partial or complete set of Teeth.

GABRIEL'S CELEBRATED ODONTALGIQUE, for restoring and preserving the Teeth 10s. 6d. and 21s. per bottle. Patent White Enamel for stopping Front Teeth, warranted never to change colour, 5s. and 10s. 6d. per packet; and the Gutta Percha 1s. 6d. per box.

GABRIEL'S Practical Treatise on the Teeth, which explains the numerous advantages obtainable by their patented method, may be had of their Agents, or will be furnished direct on receipt of Twelve Stamps.

26mn-65 389 March 26th, 1864.

BENSON'S WATCHES AND CLOCKS.

WATCH AND CLOCK MAKER,

BY SPECIAL APPOINTMENT, TO HIS ROYAL HIGHNESS THE PRINCE OF WALES.

Opinions of the London Press upon Benson's Great Clock and Watches in the Exhibition, 1862.

"As a sample of English clock-work on a large scale, the works of this are probably the finest finished that have ever been seen in this country. No Chronometer could be fitted with more perfect or carefully-adjusted mechanism."—*Times*, June 11, 1862.

"A triumph of ingenuity."—*Telegraph*, March 31, 1862.

"A more splendid and exquisitely-finished piece of mechanism we have never seen."—*Standard*, June 17, 1862

"Some of them are of great beauty; and if the English watch-trade only follow up with the same spirit and success this first attempt to compete with foreigners in decorative watches, there seems to be no reason why we should not get the trade entirely into our own hands."—*Times*, June 23, 1862.

"Ranged around the base of the clock were the Watches which Mr. Benson exhibited, and which have been universally admired for the beauty and elegance of the designs engraved upon them. The movements are of the finest quality which the art of horology is at present capable of producing. The clock and watches were objects of great attraction, and well repaid the trouble of an inspection."—*Illustrated London News*, November 8, 1862.

WATCHES, adapted for every class, climate, and country, whole sale and retail. Chronometer, Duplex, Lever, Horizontal, Vertical, Repeating, Centre Seconds, Keylers, Astronomical, Reversible, and Chronograph, from 200 guineas to 3 guineas each.

CLOCKS.—Drawing Room, Dining Room, Bed Room, Library, Hall, Staircase, Bracket, Carriage, Chime, Musical, Astronomical, Church, Turret, Stable, Railway, Post-office, Shop, Warehouse, Office, or Counting-house, from 1,000 guineas to £1. 1s each.

Benson's London Made Watches.	Gold Cases. Open Face.	Gold Cases. Hunters.	Silver Cases. Open Face.	Silver Cases. Hunters.
	£ s.	£ s.	£ s.	£ s.
Patent Lever, jewelled	12 12	15 15	5 5	6 6
Do. do. 4 jewels	16 16	19 19	7 10	8 10
Do. do. finely finished, 6 jewels	19 19	23 0	8 10	9 10
Do. do. extra, 8 jewels	24 0	27 0	9 10	10 10
¾ Plate Lever, jewelled	15 15	18 18	9 9	10 10
Do. do. 6 jewels	19 19	23 0	10 10	11 11
Do. do. 8 jewels	24 0	27 0	12 12	13 13
Do. do. extra, 10 jewels	28 0	32 0	17 17	18 11
Do. do. do.	32 0	36 0	21 0	23 0

BENSON'S INDIAN WATCH.—A first-class London made Lever, Compensation-balance, adjusted for hot climates:—
Silver Cases, Open Face..........£11 11 0
" " " " Hunters....£12 12 0
Gold Cases, Open Face..........£25 0 0
" " " " Hunters....£30 0 0

FOREIGN WATCHES WARRANTED.—Silver Cases, at £3 3s., £4 4s., £5. 5s., £6. 6s. each.

Ditto—Gold Cases, £5. 5s., £7. 7s., £9. 9s., £12. 12s. each.

BENSON'S ILLUSTRATED WATCH PAMPHLET,

Which can be obtained at the office of this paper, or will be sent Post free for Six Stamps, contains a short History of Watchmaking, with description and prices of every kind of Watch now made, and from which merchants and others can select and have their orders sent safe by post to India, the Colonies, or any part of the world.

Post-office Orders, Bankers' Drafts, or Bills upon London Houses must be made payable and addressed to

JAMES W. BENSON,

WATCH & CLOCK MANUFACTORY,

33 & 34, *LUDGATE HILL, LONDON.*

ESTABLISHED 1749.

24ju 317 Dec. 24, 1863.

ADVERTISEMENTS.

INDIGESTION & STOMACHIC WEAKNESS.

PEPSINE WINE.

T. MORSON & SON,

Direct the attention of all suffering from these serious complaints to their far-famed preparation of Pepsine, which supplies in a palatable form the principles of digestion. Each teaspoonful contains a dose of the medicinal Pepsine.

The researches of the most eminent of the faculty of London and Paris have enabled MORSON & SON to offer the purest and surest substitute for the Gastric Juice which assimilates the food to the requirements of the human frame. Its use is now becoming universal.

Sold in Bottles 3s., 5s., and 10s. each: and may be obtained through Chemists and Druggists, and Patent Medecine Vendors.

MORSON'S PEPSINE LOZENGES

In Boxes 2s. 6d. and 4s. 6d. per box.

ALSO,

MORSON'S PEPSINE POWDER.

MORSON'S PATENT GELATINE.

A Pure and Economical Substitute for Russian Isinglass, forming a Colourless Jelly, which possesses the Nutritious and Restorative Properties of the best Calves' Feet Jelly.

In Packets, 6d., 1s., and 1s. 6d. each.

MANUFACTURERS OF

CHEMICAL AND PHARMACEUTICAL PREPARATIONS,

AND WHOLESALE AND EXPORT DEALERS IN *Drugs, Medicines, & Photographic Chemicals.*

WHOLESALE AND RETAIL BY

T. MORSON AND SON,

19 & 46, SOUTHAMPTON ROW, DONDON.

*** Orders (to be made payable by London Houses) are carefully prepared and shipped in any quantity to all parts of the World.

24au 397 March 26th, 1864.

ADVERTISEMENTS.

NOTICE.

THE Undersigned having a supply of PILES, TIMBER and other material suitable for Wharf-building, a Steam-pile-driving apparatus and an experienced Wharf-builder to superintend the same is prepared to furnish plans and estimates of cost, also to enter into contracts for the erection of Wharves.

ALBERT L. FREEMAN.

Hong-que, house adjoining HEARD & Co.'s Wharf.

tf Shanghai, 30th October, 1862.

J. H. Ritchie, Junr.,

MEMBER INSTITUTE NAVAL ARCHITECTURE, 106, *Leadenhall Street, London, E. C., and Lloyds,*

AGENT FOR JORDAN'S PATENT COMPOSITE VESSELS.

SUPPLIES Drawings and Specifications for Screw and Paddle Steam Vessels of Iron, Wood, or Composite Construction, adapted to any species of Navigation: he also arranges contracts on the most favourable terms, and takes the whole charge of superintending the execution of the work. Drawings, &c., are made and forwarded as required, for which, if business does not result, a reasonable charge is made.

J. H. R. has always a number of Steam and Sailing Vessels of all descriptions, new and second hand, for sale.

18ju 2-a-m 398 2nd April, 1864.

NOTICE.

ADVERTISERS are particularly requested to send in Circulars Notices, Advertisements, &c., intended for the morning issue, as early on the Afternoon or Evening of the preceding day, as is possible.

Much delay and inconvenience would be avoided if all communications on business were addressed to *The North-China Herald Office*, and not to individuals by name.

As the Settlement has become so extensive, those of our subscribers who desire to get their papers early, would do well to send their own coolies to this Office at 8 o'clock A.M.

tf *Shanghai, 1st Oct., 1863.*

SHIPPING INTELLIGENCE.

ARRIVALS.

Date	Vessels.	Flag & Rig.	Tons	Captain.	From	Sailed	Cargo	Consignees.
May 26	Lizzie Boggs	A. bark	350	Dizer	Fuchau	May 19	Poles	Augustine Heard and Co
.. 27	Dorchester	A. bark	423	Fulton	Newchwang	.. 18	Bean Cake	Frazar and Co
.. 27	*Von Laffer Gerlitz*	Mk. bg	300	Engell	[illegible]	.. 12	General	Wm. Pustau and Co
.. 27	Jane Isabella	B. bark	366	Fore	Cardiff			Russell and Co
.. 27	Illawara	B. str.	168	Toeckler	Ningpo			Nichol Latimer and Co
.. 27	Whampoa	B. str.	115	Batten	do	.. 26	do	David Sassoon Sons & Co
.. 27	Poyang	A. str.	827	Bryant	Hankow			Olyphant and Co
.. 27	Nora Creina	B. str.	93	Wilde	Ningpo			S. Primrose and Co
.. 27	Elizabeth	Swe. bk	260	Anderstead	Amoy	.. 15	do	Bourjau, Hübener & Co
.. 28	Alster	Pru. bk	459	Daum	Swatow	.. 14	Sugar	Kunst, Rohl and Co
.. 28	Chekiang	A. str	1000	Wadsworth	Hankow		General	Russell and Co
.. 28	Elgin	B. str	396	Peal	Yokohama	.. 20	do	Smith, Kennedy and Co
.. 28	China	Ha. sch	252	Greeff	T. ku	.. 19	do	Siemssen and Co
.. 28	Java	Da. bk	309	Hopemann	Fuchau	.. 15	do	Order
.. 29	Nicoline	Ha. sh	506	Winter	Cardiff	Nov 9	Coals	Bourjau, Hübener & Co
.. 29	Capabaribe	Ha. bg	176	Norden	Amoy	May 18	Sugar, &c	Bourjau, Hubener & Co
.. 30	Fortuna	B. ship	695	Wharton	Singapore	Apr 1	Rice	Jarvie, Thorburn and Co
.. 30	Ruthven	A. ship	903	Williams	Fuchau	May 18	Poles	Order
.. 30	C. S. Lemon	B. ship	1092	Campbell	Calcutta	Mar 16	Rice	Turner and Co
.. 30	Capiolani	Du. sh	176	Worthing	Amoy	.. 26	General	Order
.. 30	Mandarin	B. str.	93	Bissen	Ningpo			J. H. Wignall and Co
.. 30	Widamette	Chi. str		Frand				P. Conklin
.. 30	Fei-ma	B. str.	121	Buckland	do			Moses and Co
.. 30	Foh-kien	B. str.	923	Johnson	Hongkong			Russell and Co
.. 30	Fusi-Yama	B. str.	2000	McQueen	Hankow	May 26		Dent and Co
.. 30	Shooey-reen	B. str	450	Mann	Hongkong		do	Dow and Co
.. 30	William the IV.	B. str.	77	Canty				Reid and Co
.. 31	Energie	Bre. bk	259	Bassel	Swatow		Sugar	Siemssen and Co
.. 31	Emma Mathilde	Lub. bk	250	Behrendt				Siemssen and Co
.. 31	Mary Glover	A. ship	593		Fuchau			Augustine Heard and Co
.. 31	Kaffir Chief	B. schr		Haukinson	Japan			Hogg Brothers
.. 31	Caractacus	B. ship			Liverpool	Feb 2		Jarvie, Thorburn and Co
.. 31	Burman	B. bark						
.. 31	Hardy [H M g.-boat]							
.. 31	Whampoa	B. str	115	Batten	Ningpo			David Sassoon Sons & Co
.. 31	Island Queen	B. str.	120	Sutherland	do			F. R. Gamwell
.. 31	Shan-se	A. str	1066	Perkins	Hankow			Russell and Co
June 1	Keenta	B. bark	286	Gall	Swatow	May 20	Sugar	Allen and Co
.. 1	Catalpa	A. bark	260	Stephens	Nagasaki	.. 25	General	Allen and Co
.. 1	Syrian	B. bark	304	Fulleston	do	.. 24	do	A. R. Tilby and Co
.. 1	Stirlingshire	B. bark	391	Cunningham	Sunderland	Dec 22	Coals	Hogg Brothers
.. 1	Preciosa	Ha. sch	250	Jenssen	Hongkong	May 15	General	Siemssen and Co
.. 1	Illawarra	B. str	167	Foeckler	Ningpo			Nichol Latimer and Co
.. 1	Nora Creina	B. str	93	Wilde	do			S. Primrose and Co
.. 1	Nepaul	B. str	511	Wilkinson	Yokohama	.. 27	do	E. Warden, Agt. P. & O. Co
.. 1	Pembroke	A. str.	211	Johnson	Fuchau			Russell and Co
.. 2	Emperor	B. str	106	Todd	Ningpo	June 1		Jarvie, Thorburn and Co
.. 2	Mandarin	B. str	93	Bissen	do	.. 1		J. H. Wignall and Co
.. 2	Gerard	B. str	410	Quirk	T'tsin & Chefoo	May 28	do	Smith, Kennedy and Co
.. 2	Pegasus	B. ship	515	Penrice	London	Jan 3	do	Blain, Tate and Co
.. 2	Veritas	Bre. bg	229	Knuppel	Amoy	May 21	do	Kunst, Röhl and Co
.. 2	James Miller	A. schr	471	Carbonett	Fuchau	.. 25	do	Augustine Heard and Co
.. 2	Minerva	Ha. bk	250	Fiedeman	Hongkong	.. 15	do	Wm. Pustau and Co
.. 2	Amaranth	B. ship	688	Meyer	Singapore	Apr 11	Rice	Order
.. 3	Eclipse	A. schr	306	Camman	Fuchau	May 22	Poles	A. R. Tilby and Co

DEPARTURES.

From the anchorage.

Date.	Vessels.	Flag & Rig.	Tons	Captain	Destination	Cargo	Despatched by
May 27	Island Queen	B. str.	120	Sutherland	Ningpo	Op., &c.	F. R. Gamwell
.. 27	Fei-ma	B. str.	121	Buckland	do	Stores	Moses and Co
.. 28	Bengal	A. ship	920	Melville	Manila	Re-expts	Augustine Heard and Co
.. 28	Kiangse	A. str.	574	Simmons	H'kow & Ports		Russell and Co
.. 28	Esmeralda	Nor. bk	300	Berk	Newchwang	Ballast	Wheelock and Co
.. 28	Gondola	B. ship	726	Kelley	Manila	do	Dow and Co
.. 28	Whampoa	B. str.	115	Batten	Ningpo	Opium	David Sassoon, Sons and Co
.. 28	Nora Creina	B. str.	93	Wilde	do	Re-expts	S. Primrose and Co
.. 28	Express	B. str.	290	Castilla	H'kow & Ports		Jardine, Matheson and Co
.. 28	James Shepherd	B. bark	272	Clerk	Taiwan	Ballast	Jardine, Matheson and Co
.. 30	Emperor	B. str.	106	Todd	Ningpo	Sundries	Jarvie, Thorburn and Co
.. 30	Illawarra	B. str.	168	Toeckler	do	do	Nichol Latimer and Co
.. 30	Mandarin	B. str	93	Bissen	do	do	J. H. Wignall and Co
.. 30	Kiang-loong	A. str	745	West	Hankow		Augustine Heard and Co
.. 30	Louisa	A. str	80	Holmes	Ningpo	Ballast	Master
.. 30	Canvas Back	B. ship	670	Gunderson	Chefoo	Treasure	Russell and Co
.. 30	D. Jex	B. bark	460	Guide	Liverpool	C'ton, &c	Frazar and Co
.. 30	Emily W. Seyburn	A. bark	536	Nye	Nagasaki	Sun., &c.	H. Fogg and Co
.. 30	Nestor	A. bark	498	Boutman	Hongkong	do	Augustine Heard and Co
.. 30	Hiawatha	A. bark	581	Ryder	Newchwang	Ballast	Angel and Co
.. 30	Johan Anton	Ha. schr	126	Mollenhoff	Amoy	Sundries	Lindsay and Co
.. 30	Pedesta	Ha. bk	285	Angelbeck	Newchwang	Ballast	Siemssen and Co
.. 31	Haqueng	A. str.	1336	Johnson	H'kow & Ports		Russell and Co
.. 31	Poyang	A. str	837	Bryant	do		Olyphant and Co
.. 31	Sagitta	Net. bk	316	Becher	Chefoo	Treasure	T. Knoes and Co
.. 31	Fei-ma	B. str.	121	Buckland	Ningpo	Stores	Moses and Co
June 1	Cadiz	B. str	481	Fishey	Yokohama	Sun., &c	E. Warden, Agent P. and O. Co
.. 1	Australia	Ha. bk	226	Angelbeck			Siemssen and Co
.. 1	Rover	A. bark	358	Hunt	Chefoo	Re-expts	Angel and Co
.. 1	Whampoa	B. str.	115	Batten	Ningpo	Cotton	David Sassoon, Sons and Co
.. 1	Island Queen	B. str	120	Sutherland	do	Re-expts.	F. R. Gamwell
.. 2	Bessie Stanton	B. bark	357	Scobey	New York	Tea, &c.	Russell and Co

DEPARTURES.—*Continued.*

Date.	Vessels.	Flag & Rig	Tons	Captain	Destination	Cargo	Despatched by
June 2	Seth Shan	B. ship	636	Armstrong	San Francisco	Re-expts	Reid and Co
.. 2	Brunhilde	Pru. bk	497	Cooper	Newchwang	do	Rehhoff Vale and Co
.. 2	Fusi-Yama	B. str.	2000	McQueen	H'kow & Ports		Dent and Co
.. 2	Jura	Fr. bk	450	Meyer	Chefoo	do	Vaucher, Frères
.. 2	Emily Banning	A. bark	282	Fellows	S. F'co v. K'wa	General	Augustine Heard and Co
.. 2	Illawarra	B. str	168	Toeckler	Ningpo	Sundries	Nichol Latimer and Co
.. 2	Nora Creina	B. str.	93	Wilde	do	Sun., &c.	S. Primrose and Co

SHIPPING IN HARBOUR AND AT WOOSUNG, JUNE 4, 1864.

MERCHANT STEAMERS.

Vessels.	Date of Arrival.	Flag & Rig.	Tons	Captains.	Consignees.	Destination.	Intended de-patch
Anna	Aug 26	A. str	63	Blanchard	H. Fogg and Co		
Argus	Feb 26	B. str	161	Curran	Shaw, Brothers and Co		
Bo-Peep	June 14	Chi. str	73	Cochran		*Laid up*	
Bunker Hill	June 14	A. str.	63	Dobbyn	Augustine Heard and Co	*Tug*	
Chekiang	May 28	A. str	1000	Wadsworth	Russell and Co	H'kow & Ports	To-day
Confucius		Chi. str		Rowse	P. Conklin		
Cricket	June 1	A. str.	81	McDonald			
Defiance	Aug 28	B. str	114	Maddison	A. R. Tilby and Co	*Tug*	
Elgin	May 28	B. str.	396	Beal	Smith, Kennedy and Co	Yokohama	To-day
Emperor	June 2	B. str	106	Todd	Jarvie, Thorburn and Co	Ningpo	eld 3 inst
Enterprise		A. str	107	Draper	H. Fogg and Co		
Faust		B. str.			Jardine, Matheson and Co		
Firefly							
Foh-kien	May 30	B. str.	923	Johnson	Russell and Co	Hongkong	Early
Fokelin	May 13	B. str.		Skene	Captain Patridge	*Tug*	
Gerard	June 2	B. str.	410	Quirk	Smith, Kennedy and Co	Chefoo & T'tsn	Early
Greste		Pru. str			Wm. Pustau and Co		
John T. Wright	May 21	A. str	365	Neil	Allen and Co		
Kinkiang	May 13	— str			Olyphant and Co		
Little Mary	May 21	B. str.			Lamond		
Little Orphan	June 8	A. str	160	Benning	Augustine Heard and Co	*Tug*	
Mandarin	June 2	B. str.	94	Bissen	J. H. Wignall and Co	Ningpo	eld 3 inst
Martin White				Parkes	A. L. Freeman	*Tug*	
Nepaul	June 1	B. str.	511	Wilkinson	E. Warden, Agent P. and O. Co		
Paysan	Apr 18	B. str.					
Pembroke	June 1	A. str	211	Johnson	Russell and Co		
Pluto	Apr 22	Chi. str		McCaskill	P. Conklin		
Pootung	Mar 30	B. str	312	Burmester	Byrne and Co		
Powerful	Dec 15	Ha. str	56	Koch	Wm. Pustau and Co	*Tug*	
Rose	June 2	A. str					
Shandon	May 9	B. str.	114	Lawrence	Moses and Co		
Shanse	May 31	A. str	1066	Perkins	Russell and Co	Hongkong	5th inst
Shooey-leen	May 30	B. str	450	Mann	Dow and Co	Nagasaki	To-day
Sycee	May 30	B. str.	83		J. H. Wignall and Co		
Tah-wah	Feb 15	A. str	145	Lovett			
Ta-Yung	Jan 1	B. str	131		Shaw, Brothers and Co	*Tug*	
Teatree	Feb 19	A. str	60	Lowell	Russell and Co		
Tom-sin	May 24	B. str	600	Rose	Geo. Barnet and Co		
Vulcan	May 5	B. str		Booker	Lindsay and Co	*Tug*	
Wan-Loong-Fei		B. str	660	Robb	Geo. Barnet and Co		
Waratah	Feb 9	B. str	256	Hattie	Jonge and Co		
Willamette	May 30	Chi. str		Frand	P. Conklin		
William the IV.	May 30	B. str	77	Canty	Reid and Co		

43 *Steamers.*]

MERCHANT VESSELS.

Vessels.	Date of Arrival	Flag & Rig.	Tons.	Captain.	Consignees.	Destination	Intended despatch
Armel	May 11	Da. bg	210	Prehn	Kunst, Rohl and Co		
Afghan	May 26	B. ship	623	Fisher	Kunst, Rohl and Co		
Alster	May 28	Pru. bk	459	Daum	Kunst, Rohl and Co		
Amaranth	June 2	B. ship	688	Meyer	Order		
Ann Welsh		B. bark	342		Augustine Heard and Co	Hankow	eld 27 ult
Ark	May 21	A. bark	266	Luce	Augustine Heard and Co		
Belle		B. schr	115				
Brandenburg	Nov 22	Pru. sh	1111	Boswell	Russell and Co		
Brilliant	May 25	B. bark	356		John Forster and Co	Yokohama	To-day
Brockham	Apr 26	B. ship		Williams	Smith, Kennedy and Co	London	Early
Burlington	May 21	B. bark	486	Roemer	Captain		
Burman	May 31	B. bark					
C. S. Lemon	May 30	B. ship	1092	Campbell	Turner and Co		
Capabaribe	May 29	Ha. bg	176	Norden	Bourjau, Hubener and Co	Chefoo	Early
Capiolani	May 30	Du. sh	176	Worthing	Order		
Caractacus	May 31	B. ship			Jarvie Thorburn and Co		
Catalpa	June 1	A. bark	260	Stephens	Allen and Co		
Catterina	May 13	Ha. bk	210	Stam	Gildemeister, Droege and Co	Tientsin	eld 2 inst
Charlotte	May 15	Fr. bk	467	Morean	Remi, Schmidt and Co		
China	May 28	Ha. sch	252	Greeff	Siemssen and Co		
Como	May 9	B. ship	1072	Jones	Jarvie, Thorburn and Co		
Coringa	Apr 21	B. ship	888	Hammond	Olyphant and Co		
Coulnakyle	May 11	B. ship	550	Morrison	Smith, Kennedy and Co	London	Early
Delaware	May 21	A. bark	325	Gregg	Frazar and Co	Nagasaki	To-day
Dorchester	May 27	A. bark	423	Fulton	Frazar and Co		
Eagle	May 11	B. schr	140		Angel and Co	Hakodadi	To-day
Eclipse	June 3	A. schr	306	Camman	A. R. Tilby and Co		
Electra	Feb 8	B. ship	666	Vandergate	Maitland, Maclean and Co	Fuchau	eld 3 inst
Elizabeth	May 27	Swe. bk	260	Anderstead	Bourjau, Hübener and Co		
Eliza Shaw	Mar 19	B. ship	696	Steele	Shaw, Brothers and Co	London	12th inst
Emilie	May 18	Da. bg		Hansen	Wm. Pustau and Co		
Emma Mathilde	May 31	Lub. bk	250	Behrendt	Siemssen and Co		
Endeavour	May 21	A. ship	1147	Doane	Bull, Purdon and Co		
Energie	May 31	Bre. bk	259	Bassel	Siemssen and Co		
Esk	Mar 17	B. bark	420	Irving	Ali-dabhoy Habibhoy	Liverpool	Early
Essex	May 22	B. ship	1256	Lash	Hogg Brothers		
Fleda	May 13	B. bark	306	Hughes	Dow and Co		
Fortuna	May 30	B. ship	695	Wharton	Jarvie, Thorburn and Co		
Fychow	May 19	B. ship		Mathews	Fletcher and Co	London	Early
Garland	Nov 9	A. schr	142	Carter			
Georgiana	July 28	Fr. ship	466		Trautmann and Co	Coal Hulk	
General Mesflin	May 14	Fr. bk	300	Parnet	Vaucher Frères		
General Morgan	Aug 25	A. schr	158	Phillips	Frazar and Co		
Gresham	May 14	B. ship	945	Beasley	Dent and Co	London	Early
Guinevere	Apr 15	B. ship	631	Gunderson	Jardine, Matheson and Co	London	Early
Halcyon		Re. cut					
Hero	Feb 9	B. brig	111	Brodhurst	Allen and Co		
Highflyer	May 26	B. ship	1011	Smith	Lindsay and Co	London	Early
James Miller	June 2	A. schr	471	Carbonett	Augustine Heard and Co		
Jane Isabella	May 27	B. bark	366	Fore	Russell and Co		
Java	May 28	Da. bk	309	Hopemann	Order		
Kaffir Chief	May 31	B. schr		Haukinson	Hogg Brothers	Nagasaki	Early
Keenta	June 1	B. bark	286	Gall	Allen and Co		
Knight Templar	May 2	B. ship	1011	Spark	Dadabhoy and Co	London	13th inst
Lizzie Boggs	May 26	A. bark	350	Dizer	Augustine Heard and Co		
Louisa		B. schr	90		Dent and Co	Hulk	
Lucknow	May 16	B. bark	463	Leslie	A. Eliissen and Co		
Magenta	Aug 19	A. ship	826	Janurin	Russell and Co		
Mary Glover	May 31	A. ship	593		Augustine Heard and Co		
Mary Kelk		B. schr	120	Burden			
Melbourne	Aug 29	B. bark	591	Lawrence	Shaw, Brothers and Co	Coal Hulk	
Minerva	June 2	Ha. bk	250	Fiedeman	Wm. Pustau and Co		
Ngapuhi	May 9	B. ship	543		Harbor Master	Hulk	
Nicoline	May 29	Ha. sh	500	Winter	Bourjau, Hübener and Co		
Nimrod	Mar 3	B. bark	262		H. I. M.'s Customs	Hulk	
Osaca	May 13	A. bark	386	Huff	Olyphant and Co		
P. de la Noye	May 19	A. bark	383	Terry	Russell and Co		
Peerless	May 2	B. ship	841	Major	Jardine, Matheson and Co	Liverpool	Early
Pegasus	June 2	B. ship	525	Penrice	Blain, Tate and Co	London	Early
Phantom		B. schr	37				
Philip I	Aug 16	A. bark	293	Oakman		Hulk	
Pons Ælle	Aug 20	B. bark	406	Braglehole	A. R. Tilby and Co	Coal Hulk	
Preciosa	June 1	Ha. sch	250	Jenssen	Siemssen and Co		
Prospero	Apr 22	Mk. bk	396	Schultz	Oxford and Co		
Pudsey Dawson	May 6	B. ship	761	Baker	Dent and Co		
Queensland	May 21	B. ship	950	Finlay	Gibb, Livingston and Co	Hongkong, &c	Early
Quixote		B. schr		Brown	David Sassoon, Sons and Co		
Reigate	Apr 21	B. ship	1031	Deas	Smith, Kennedy and Co	Liverpool	Early
Rigi	May 26	Fr. bk	323	Pontac	Vaucher Frères	Nagasaki	Early
Rosa					F. R. Gamwell	Coal Hulk	
Ruthven	May 30	A. ship	903	Williams	Order		
Samuel Stoddart	Aug 22				Reid and Co	Coal Hulk	
Sebastopol	Mar 16	B. ship	951	Lowther	Bourjau, Hubener and Co		
Silver Eagle	May 8	B. ship	962	Longman	Dow and Co	London	15th inst
Southern Cross	May 23	B. ship	658	Whit	Bradwell, Bloord and Co		
Stirlingshire	June 1	B. bark	391	Cunningham	Hogg Brothers		
Surry	May 1	B. ship	1059	Durrant	Fletcher and Co	Liverpool	Early
Susanna	Apr 4	Ha. bg	226	Hansen	Bourjau, Hubener and Co		
Swiftsure	May 24	B. bark	319	Stockman	Captain		
Syrian	June 1	B. bark	304	Fulleston	A. R. Tilby and Co	Nagasaki	Early
Taeping	May 19	B. ship	1762	McKinnon	Gilman and Co	London	Early
Thomas Bell	May 5	B. ship	558	Sinnecker	Turner and Co		
Veritas	June 2	Bre. bg	229	Knuppel	Kunst, Röhl and Co		
Von Laffert Gerl'tz	May 27	Mk. bg	300	Engell	Wm. Pustau and Co		
Warwick Castle	Apr 26	B. ship	1070	Steel	Hogg Brothers	Liverpool	10th inst
White Adder	May 20	B. ship	910	Bell	Jardine, Matheson and Co		
Wild Rover	May 14	A. ship	1029	Taylor	Augustine Heard and Co		
Woodville	May 23	B. bark	361	Lawrance	Lindsay and Co		

93 *Vessels.*]

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EXPORT OF TEA FROM SHANGHAI,

IN PICULS.

From Returns Office, Maritime Customs.

EXPORT of TEA from SHANGHAI to GREAT BRITAIN *direct from June 1st* 1863 *to date.*

Ship.	*Cleared.*	*Destination.*	*Congou.*	*Souchong.*	*Oolong.*	*Flowery Pekoe.*	*Brick.*	*Total Black.*	*Japan Unclassed.*	*Sorts.*	*Young Hyson.*	*Hyson.*	*Hyson Skin.*	*Twankay.*	*Imperial.*	*Gun Powder.*	*Total Green.*
Total as per last Report			307475.36	984.56	1703.93	271.46	14160.88	324596.19	6719.14	.....	16946.20	8297.78	116.10	2331.33	4973.00	14106.10	53489.65
Helvellyn	May 13	Liverpool	127.75	.....	.....	.....	.....	127.75	.....	.....	.....	.....	.....	.....	.....	.....	.....
			.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
			.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Piculs			307603.11	984.56	1703.93	271.46	14160.88	324723.94	6719.14	.....	16946.20	8297.78	116.10	2331.33	4973.00	14106.10	53489.65

HONGKONG AND COAST PORTS.

Ship.	*Cleared.*	*Destination.*	*Congou.*	*Souchong.*	*Oolong.*	*Flowery Pekoe.*	*Brick.*	*Total Black.*	*Japan Unclassed.*	*Sorts.*	*Young Hyson.*	*Hyson.*	*Hyson Skin.*	*Twankay.*	*Imperial.*	*Gun Powder.*	*Total Green.*
Total as per last Report			3737.13	.....	.....	184.89	20944.73	24866.75	1152.52	389.25(leaf)	2264.50	5605.09	16.40	475.56	13.52	32.83	9949.67
Ganges	May 21	Hongkong	0.70					0.70						.....	.....	.....	.....
								.....						.....	.....	.....	.....
														.....	.....	.....	.....
														.....	.....	.....	.....
														.....	.....	.....	.....
Piculs			3737.83	.....	.....	184.89	20944.73	24867.45	1152.52	389.25(leaf)	2264.50	5605.09	16.40	475.56	13.52	32.83	9949.67

UNITED STATES.

Ship.	*Cleared.*	*Destination.*	*Congou*	*Souchong*	*Oolong.*	*Flowery Pekoe.*	*Brick*	*Total Black.*	*Japan Unclassed*	*Sorts*	*Young Hyson.*	*Hyson*	*Hyson Skin.*	*Twankay*	*Imperial.*	*Gun Powder.*	*Total Green.*
Total as per last Report ...			95.44	171.13	1975.23	.....	.....	2241.80	6051.09	.....	41367.18	10134.93	622.05	4745.03	8232.26	9133.43	80285.97
Jessie Stanton	May 30	New York	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....		
				.....		.....	.....	317.34	.....	.....			.....	.....	.....		
											1725.25	251.31	23.69	130.64	420.79	299.81	2851.49
Piculs			95.44	171.13	1975.23	.....	.....	2241.80	6051.09	.....	43092.43	10386.24	645.74	4875.67	8653.05	9433.24	83137.46

MONTREAL.

	Congou.	*Souchong.*	*Oolong.*	*Flowery Pekoe.*	*Brick.*	*Total Black.*	*Japan Unclassed.*	*Sorts.*	*Young Hyson.*	*Hyson.*	*Hyson Skin.*	*Twankay.*	*Imperial.*	*Gun Powder.*	*Total Green.*
Total Export of Tea from June 1st 1863 to June 30th 1863	.....	.....	.....	.....	.....	.....	.....	.....	1967.99	437.36	.....	394.54	383.48	1,033.87	4,169.24
Total from 1st Jan. 1864 as per last Report	636.87	606.05	679.03	.....	.....	1921.95	553.16	.....	8614.89	641.79	119.96	1,313.12	1,291,74	2,979.76	15,514.42
Piculs	636.87	606.05	679.03	.....	.....	1,921.95	553.16	.....	10,582.88	1,079.15	119.96	1,662.66	1,672.22	4,013.63	19,683.66

INDIA.

Ship.	*Cleared.*	*Destination.*	*Congou*	*Souchong.*	*Oolong*	*Flowery Pekoe.*	*Brick*	*Total Black*	*Japan Unclassed.*	*Sorts*	*Young Hyson.*	*Hyson*	*Hyson Skin.*	*Twankay*	*Imperial*	*Gun Powder*	*Total Green*
Vanguard, ...	Jan. 13	Bombay	1.00	.....	.....	.....	.....	1.00	.....	.....	.....	.....	.....	.....	.....	.....	.....

CAPE OF GOOD HOPE.

Ship.	*Cleared.*	*Destination.*	*Congou.*	*Souchong.*	*Oolong.*	*Flowery Pekoe.*	*Brick.*	*Total Black.*	*Japan Unclassed.*	*Sorts.*	*Young Hyson.*	*Hyson.*	*Hyson Skin.*	*Twankay.*	*Imperial.*	*Gun Powder.*	*Total Green.*
Rajah	April 26	Cape Town	125.93					125.93						.....	.....	.....	.....

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